



JAMES A. NOYES, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
[www.ladpw.org](http://www.ladpw.org)

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **WR-4**

July 3, 2003

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012-2756

Dear Supervisors:

**LIVE OAK SPREADING GROUNDS  
APPROVE AGREEMENT TO SPREAD IMPORTED WATER  
SUPERVISORIAL DISTRICT 5  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY  
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Approve and instruct the Chair to sign the enclosed agreement with The Three Valleys Municipal Water District (TVMWD), which describes the terms and conditions for the construction and operation of an imported water outlet for use in groundwater recharge at the Live Oak Spreading Grounds located in unincorporated County of Los Angeles area.
2. Consider the Negative Declaration for the Live Oak Spreading Grounds Imported Water Connection Project approved by the TVMWD on December 8, 2000, find the Negative Declaration adequately describes the Live Oak Spreading Grounds Imported Water Connection Project impacts for the California Environmental Quality Act (CEQA), and find that these actions reflect the independent judgement of the County of Los Angeles.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

We are recommending that your Board find the Negative Declaration adequately describes the project impacts and approve and sign the enclosed agreement with TVMWD. The agreement describes the terms and conditions for the construction and operation of an imported water line connection for use in groundwater recharge at the Live Oak Spreading Grounds located in unincorporated County of Los Angeles area.

TVMWD serves the eastern portion of the San Gabriel Valley. Groundwater is a significant source of the local water supply in the Valley. In addition to storm runoff, imported water is also used for groundwater recharge. When available, TVMWD desires to spread imported water in the Live Oak Spreading Grounds for additional recharge of the local groundwater basin. The connection will be from an existing water line owned by TVMWD to the Live Oak Spreading Grounds.

We operate numerous spreading grounds, including the Live Oak Spreading Grounds, the primary purpose of which is the conservation of storm runoff. At times when storm runoff is not available, we have made our spreading grounds available for the spreading of imported water.

### **Implementation of Strategic Plan Goals**

These actions meet the County Strategic Plan Goal of Service Excellence as the ensuing project will increase the reliability of the local groundwater basin to better meet local water supply needs.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County's General Fund.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The enclosed agreement has been approved as to form by County Counsel.



The Honorable Board of Supervisors  
July 3, 2003  
Page 3

### **ENVIRONMENTAL DOCUMENTATION**

TVMWD has previously prepared and adopted a Negative Declaration on December 8, 2000, for this project in compliance with CEQA. We have independently reviewed the Negative Declaration and have determined that it adequately addresses the environmental impacts of the project. As a responsible agency, your Board is required to find that the project's environmental impacts are adequately described in accordance with CEQA.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no negative impact to current County services or projects as a result of this project. TVMWD is responsible for the operation and maintenance of the water connection.

### **CONCLUSION**

We are enclosing three originals of this agreement. Please return two fully executed originals to Public Works and retain one original for your files.

Respectfully submitted,

JAMES A. NOYES  
Director of Public Works

GH:jac  
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Enc.

cc: Chief Administrative Office  
County Counsel

**AGREEMENT  
TO  
SPREAD IMPORTED WATER  
AT THE  
LIVE OAK SPREADING GROUNDS**

This Agreement is made, entered into, and executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (hereinafter referred to as "DISTRICT") and THREE VALLEYS MUNICIPAL WATER DISTRICT; (hereinafter referred to as "THREE VALLEYS").

**RECITALS**

WHEREAS, the DISTRICT is a self-governing special district organized and operating under the provisions of the Los Angeles County Flood Control Act, Water Code Uncodified Acts, Act 4463(hereinafter referred to as "the Act"); and

WHEREAS, THREE VALLEYS is a municipal water district organized and operating under the provisions of the Municipal Water District Law of 1911, Water Code Section 71000 et seq.; and

WHEREAS, the DISTRICT owns and operates the LIVE OAK SPREADING GROUNDS, as more particularly described and depicted on the map attached hereto as Exhibit "A" which is incorporated herein by this reference (hereinafter referred to as "SPREADING GROUNDS"), for the purpose of replenishing the groundwater located in the City of Claremont and unincorporated areas of the County of Los Angeles, State of California; and

WHEREAS, the Act authorizes the DISTRICT to conserve waters by spreading, storing, retaining, or causing them to percolate into the soil, thereby recharging subsurface water storage within groundwater basins in the County of Los Angeles; and

WHEREAS, Section 17 of the Act authorizes the DISTRICT to cooperate with entities such as THREE VALLEYS to conserve waters, including waters that have been imported from outside the DISTRICT; and

WHEREAS, DISTRICT periodically spreads storm water runoff and water collected from local rainfall at its discretion (hereinafter referred to as "TRIBUTARY WATER") at the SPREADING GROUNDS and gives the highest priority to such replenishment activities; and

WHEREAS, after the DISTRICT has first given full consideration and priority to the spreading of TRIBUTARY WATER, there may be unused capacity ("Unused Capacity") in DISTRICT facilities from time to time; and

WHEREAS, THREE VALLEYS proposes to deliver supplemental water, which is defined as

non-tributary water imported by THREE VALLEYS from the State Water Project (hereinafter referred to as "IMPORTED WATER"), to the SPREADING GROUNDS through certain connection facilities (hereinafter referred to as "TURNOUT FACILITY"); and

WHEREAS, the DISTRICT and THREE VALLEYS recognize benefits to THREE VALLEYS associated with the periodic spreading of IMPORTED WATER at the SPREADING GROUNDS; and

WHEREAS, THREE VALLEYS requests the DISTRICT to make available such Unused Capacity for the spreading of IMPORTED WATER.

WHEREAS, the purpose of this Agreement is to establish the terms and conditions under which the DISTRICT will spread, or cause to be spread, IMPORTED WATER at the SPREADING GROUNDS for the benefit of THREE VALLEYS.

## COVENANTS

NOW, THEREFORE, it is agreed by and between DISTRICT and THREE VALLEYS as follows:

### SECTION 1. OBLIGATIONS OF THE DISTRICT.

(a) Right to Construct and Maintain Facilities. DISTRICT grants to THREE VALLEYS rights to, design, construct, operate, maintain, and repair a TURNOUT FACILITY, acceptable to the DISTRICT, to be used to deliver IMPORTED WATER to DISTRICT facilities for groundwater replenishment purposes. The TURNOUT FACILITY is located in that certain area described in the attached Exhibit "A" (the "TURNOUT AREA"), and includes but is not necessarily limited to, the pipes, valves, meter(s), telemetry equipment, and other appurtenances extending from the right-of-way on the north side of Baseline Road to the outlet structure at Basin #1 of the SPREADING GROUNDS, as described in the plans and specifications attached hereto as Exhibit "B." ("PLANS and SPECIFICATIONS"). Notwithstanding the foregoing, any construction, operation, and maintenance of the TURNOUT FACILITY shall be conditional upon THREE VALLEY'S applying for and obtaining a permit ("Permit") by the Los Angeles County Department of Public Works. The terms and separate conditions of the Permit shall be in addition to not in lieu of the provisions of this Agreement. Any review and/or approval by the District of the activities of THREE VALLEYS shall not relieve THREE VALLEYS of its obligations in this Section 2(a) below or its obligations to provide indemnification as set forth in Section 3 below.

(b) No Obligation to Construct or Maintain Facilities. Nothing in this Agreement shall be construed as obligating DISTRICT to: (i) construct new facilities; (ii) spend funds to operate or maintain any facilities in conjunction with the spreading of IMPORTED WATER; or (iii) perform any act not explicitly and specifically required of the DISTRICT in this Agreement.

(c) Accepting IMPORTED WATER. Upon receipt of a Written Request (as defined

below), to the extent that the District may determine that Unused Capacity exists at the Spreading Area in accordance with Section 1(d), the DISTRICT shall accept and spread IMPORTED WATER caused to be delivered by THREE VALLEYS from its TURNOUT FACILITY in accordance with the following conditions:

i. Provided that THREE VALLEYS delivers a Written Request pursuant to Section 2(c) with advance notice of a request for water to be spread, the DISTRICT either will allow, disallow, or restrict the spreading of IMPORTED WATER at the SPREADING GROUNDS. The DISTRICT shall have sole and absolute discretion to determine the flow rates and the duration of delivery and spreading of IMPORTED WATER, , based upon conditions existing at or following the date the DISTRICT receives the Written Request, including, without limitation, based upon the Unused Capacity available in the SPREADING GROUNDS and/or any emergency or condition beyond the DISTRICT's control.

ii. Notwithstanding any provision in this Agreement, the DISTRICT shall have full and absolute discretion to give priority to the spreading of TRIBUTARY WATER before considering IMPORTED WATER. In accordance with the DISTRICT's obligation to give first priority to the spreading of TRIBUTARY WATER when water flow to the SPREADING GROUNDS consists of both TRIBUTARY WATER and IMPORTED WATER, then any water bypassing the SPREADING GROUNDS under such conditions (but not more than the total of IMPORTED WATER at such time) will be considered to be IMPORTED WATER.

iii. Notwithstanding any other provision of this Agreement, the DISTRICT shall have full power and authority, at its sole and absolute discretion, to withdraw, modify, or revoke any permission granted in response to any Written Request when, in the DISTRICT's sole opinion, the spreading contemplated, by the Written Request in whole or in part, cannot or should not be performed due to the District's operational and/or maintenance concerns, problems or difficulties. The DISTRICT shall make a good faith effort to provide THREE VALLEYS at least 24 hour's telephonic notice of such changes.

iv. The DISTRICT reserves the right to prohibit or to terminate the spreading of IMPORTED WATER at any time, without prior notice, in connection with any emergency that may exist or as a result of the need to perform and/or accomplish the District's mandates of flood control or water conservation, including, without limitation, the spreading of TRIBUTARY WATER, as the DISTRICT may determine in the DISTRICT's sole and absolute discretion.

(d) DISTRICT's Determination of Unused Capacity in SPREADING GROUNDS. Notwithstanding any other provision in this Agreement, the DISTRICT shall have sole and absolute discretion to determine any Unused Capacity in the SPREADING GROUNDS based solely on the DISTRICT's assessment of its operational requirements, including without regard to this Agreement, and subject to the DISTRICT's determination, at its sole discretion, of the need for the DISTRICT to conduct other spreading prior to any spreading of IMPORTED WATER at the SPREADING GROUNDS.

(e) Ownership of Imported Water. DISTRICT acknowledges that any water conveyed by

THREE VALLEYS through the TURNOUT FACILITY for spreading at the SPREADING GROUNDS is for the benefit of THREE VALLEYS and DISTRICT makes no claim of water rights to nor ownership of the IMPORTED WATER. Notwithstanding the foregoing, the DISTRICT shall not be held liable (and shall be released, held harmless and indemnified pursuant to SECTION 3(iii) below) in connection with any IMPORTED WATER that may bypass the SPREADING GROUNDS.

(f) Records of DISTRICT. Following a reasonable period after receipt of any written request by THREE VALLEYS, the DISTRICT shall make available to THREE VALLEYS the DISTRICT's existing records of the quantities of IMPORTED WATER spread in the SPREADING GROUNDS and any estimate of the quantities of IMPORTED WATER delivered to the DISTRICT that may have bypassed the SPREADING GROUNDS.

## SECTION 2. OBLIGATIONS OF THREE VALLEYS.

(a) Construction based on PLANS and SPECIFICATIONS. THREE VALLEYS shall be solely responsible for the design and construction of the TURNOUT FACILITY, at its sole cost and expense, based on industry standards and pursuant to the PLANS and SPECIFICATIONS. Notwithstanding the foregoing, any review and approval of any plans and specifications by the DISTRICT or the issuance of a Permit shall not relieve THREE VALLEY'S from its responsibilities relating to design or construction of the TURNOUT FACILITY or from its obligations under this Agreement, including pursuant to SECTION 3 below.

(b) Operation and Maintenance. At its sole cost and expense THREE VALLEYS shall be solely responsible for the operation and maintenance to the DISTRICT's satisfaction and in a manner to keep the TURNOUT FACILITY fully operational, of all existing and future appurtenances, equipment, and pipelines associated with the delivery of IMPORTED WATER to the SPREADING GROUNDS, including the TURNOUT FACILITY. At its sole cost and expense, THREE VALLEYS will install and maintain flow metering devices acceptable to the DISTRICT at the service and discharge structures for the delivery of IMPORTED WATER to the SPREADING GROUNDS.

(c) Written Requests to DISTRICT. THREE VALLEYS must deliver to the DISTRICT written requests (the "Written Request") to spread IMPORTED WATER at the SPREADING GROUNDS. The Written Request must specify the desired flow rate and the total acre-feet of IMPORTED WATER to be delivered to the SPREADING GROUNDS and the time frame during which THREE VALLEYS desires the IMPORTED WATER to be spread. Flow rates shall not exceed a maximum of fifty (50) cubic feet per second. THREE VALLEYS must deliver any said Written Request to the DISTRICT a minimum of two (2) business days prior to the date of delivery of the IMPORTED WATER. If changes to the Written Request are necessary by THREE VALLEYS, THREE VALLEYS will give the DISTRICT at least 24 hours telephonic notice of such changes.

(d) Documenting Delivery of IMPORTED WATER. THREE VALLEYS shall record

daily readings of the flow rate in cubic feet per second and the total acre-feet of any and all IMPORTED WATER discharged from the TURNOUT FACILITY into the SPREADING GROUNDS. THREE VALLEYS shall deliver to the DISTRICT on a weekly basis, at THREE VALLEYS sole cost and expense, copies of those records within seven (7) calendar days of the end of any given week.

### SECTION 3. INDEMNIFICATION.

THREE VALLEYS' Indemnity of DISTRICT. THREE VALLEYS agrees to indemnify, defend, and save harmless the District, the County of Los Angeles, its special districts, and their Supervisors, agents and employees (collectively, "Indemnified Parties" or singularly, "Indemnified Party") from and against all claims, actual damages (including, without limitation special and consequential damages), injuries, costs, response costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal and administrative proceedings, interest, fines, incremental increases in subsequent fine levels solely due to the activities covered by this Indemnification, charges, penalties and expenses (including without limitation reasonable attorneys', engineers', consultants' and expert witness fees and costs incurred in defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by any Indemnified Party or asserted against the SPREADING GROUNDS or the Indemnified Party directly or indirectly arising from or attributable to (i) the IMPORTED WATER; (ii) the design, construction, maintenance, and operation of the TURNOUT FACILITY; and (iii) any activity in or beyond the SPREADING GROUNDS related to the IMPORTED WATER. Notwithstanding the foregoing, THREE VALLEYS shall not be obligated to indemnify, defend, and save harmless any Indemnified Party from any liability caused by the negligent acts or willful misconduct of the DISTRICT its agents, officers, employees, directors, representatives, or consultants.

### SECTION 4. TERM.

This Agreement shall continue in effect until terminated by either party as may be set forth elsewhere in this Agreement, or upon the giving to the other a prior ninety (90) calendar days written notice, or at the option of any one party upon a material breach of this Agreement by the other party.

This remedy shall be in addition to and not in place of any other remedy available to the parties in law and equity. Upon termination or cancellation of this Agreement, THREE VALLEYS shall remove all TURNOUT FACILITIES, at THREE VALLEYS sole cost and expense, and shall restore the SPREADING GROUNDS to its original condition to the satisfaction of the DISTRICT within 180 days of the date of termination or cancellation.

### SECTION 5. NOTICES.

Unless otherwise provided in this Agreement, any notice demand or document from one party to the other under this Agreement shall be delivered in writing via First Class U.S. Mail or overnight courier (U.S. Mail Express Mail overnight delivery, Federal Express or an equivalent service,

overnight delivery), or via telefacsimile (with written confirmation as proof of delivery), or delivered in person as follows:

If to DISTRICT: Los Angeles County Department of Public Works  
Water Resources Division  
Attn: Engineer in Charge of Spreading Operations  
900 South Fremont Avenue  
Alhambra, CA 91803  
Tel.: (626) 458-6307  
Fax: (626) 979-5309

If to THREE VALLEYS: Three Valleys Municipal Water District  
Attn: General Manager/Chief Engineer  
1021 Miramar Avenue  
Claremont, CA 91711  
Tel.: (909) 621-5568  
Fax: (909) 625-5470

#### SECTION 6. MUTUAL COVENANTS.

- a. Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- b. Amendment. No variation, modification, change, or amendment of this Agreement shall be binding upon either party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by the Los Angeles County Board of Supervisors and THREE VALLEYS. This Agreement shall not be amended or modified by oral agreements or understandings between the parties or by any acts or conduct of the parties.
- c. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings.
- d. No Third Party Beneficiary / Successors and Assigns. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provisions of this Agreement.
- e. Waiver. No waiver of any breach or default by either party shall constitute a waiver of any other breach or default, nor shall any such waiver constitute a continuing waiver.
- f. Severability. If any provision of this Agreement shall be determined by any court to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.

g. Counterparts. This Agreement may be executed simultaneously or in any number of counterparts, each of which together shall constitute one and the same instrument.

h. Interpretation. Both parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language and any ambiguities shall not be resolved against the drafting party.

i. Assignment. Neither party shall assign this Agreement or any of such party's interest, rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld except that either party may assign the Agreement, or any part thereof, to any successor governmental agency legally performing the functions of the assigning party as its successor.

*[Signatures on following page]*



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective and duly authorized officers on the day and year above first written.

LOS ANGELES COUNTY FLOOD  
CONTROL DISTRICT

By: \_\_\_\_\_  
Chair, Board of Supervisors


ATTEST:

By: \_\_\_\_\_  
Executive Officer  
Clerk of the Board of Supervisors

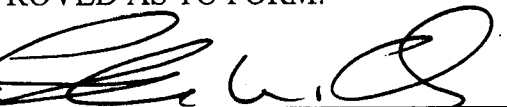
APPROVED AS TO FORM:  
Lloyd W. Pellman, County Counsel

By: \_\_\_\_\_  
Fredrick W. Pfaeffle  
Senior Deputy County Counsel

THREE VALLEYS MUNICIPAL WATER  
DISTRICT

By:  \_\_\_\_\_  
Richard Hansen  
General Manager/Chief Engineer

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Steven M. Kennedy  
District Counsel

# **EXHIBIT A**

File with: **LIVE OAK WASH SPREADING GROUNDS 7**

22-RW 8.1

A.P.N. 8669-022-900(por.)

8669-025-902(por.)

T.G. 570(J7)

I.M. 144-357

S.D. 5

M0122006

### **LEGAL DESCRIPTION**

#### **Part A** (Water line purposes):

That portion of that certain parcel of land in the northwest quarter of Section 5, Township 1 South, Range 8 West, and that portion of that certain parcel of land in the southwest quarter of Section 32, Township 1 North, Range 8 West, S.B.M., described as Parcel No. 7 in a Final Order of Condemnation, had in Superior Court Case No. 720524, a certified copy of which is recorded in Book D829, page 136, of Official Records, in the office of the Recorder of the County of Los Angeles, within a strip of land 25.00 feet wide, lying 12.50 feet on each side of the following described centerline:

Commencing at the northwest corner of the northeast quarter of the northwest quarter of said Section 5, said northwest corner also being on the westerly line of Laurel Street, 40 feet wide, as shown on County Surveyor's Map No. 7964, on file in the office of the Director of the Department of Public Works of said county; thence South  $0^{\circ} 35' 05''$  East along said westerly line, a distance of 188.67 feet; thence North  $77^{\circ} 28' 51''$  East 74.04 feet to the TRUE POINT OF BEGINNING; thence North  $12^{\circ} 31' 09''$  West 96.42 feet to a line parallel with and 12.50 feet easterly, measured at right angles, from the easterly line of said Laurel Street; thence North  $0^{\circ} 35' 05''$  West along said parallel line, a distance of 34.69 feet; thence North  $83^{\circ} 53' 40''$  East 56.35 feet; thence North  $44^{\circ} 28' 51''$  East 72.32 feet

The side lines of the above described 25-foot strip of land shall be prolonged or shortened at their angle points so as to terminate at their points of intersection.

Containing: 6494± square feet

#### **Part B** (Temporary construction ):

That portion of that certain parcel of land in the above mentioned southwest quarter of Section 32 and that portion of that certain parcel of land in the above mentioned northwest quarter of Section 5 as described in above mentioned Parcel No. 7, within the following described boundaries:

MAY 28 2003

Commencing at the northwest corner of the northeast quarter of the northwest quarter of said Section 5; thence North  $89^{\circ} 44' 07''$  East along the northerly line of said Section 5, a distance of 40.00 feet to its intersection with the above mentioned easterly line of Laurel Street, said intersection also being the TRUE POINT OF BEGINNING; thence South  $0^{\circ} 35' 05''$  East along said easterly line, a distance of 68.00 feet; thence North  $83^{\circ} 53' 40''$  East 150.00 feet; thence North  $0^{\circ} 35' 05''$  West 79.13 feet; thence South  $83^{\circ} 53' 40''$  West 138.46 feet to the southeasterly line of said Laurel Street; thence South  $54^{\circ} 03' 05''$  West along said southeasterly line, a distance of 14.09 feet to an angle point in said easterly line of Laurel Street; thence South  $0^{\circ} 35' 05''$  East along said easterly line, a distance of 4.09 feet to the true point of beginning.

EXCEPTING therefrom that portion lying within the above described Part A.

Containing: 7,990± square feet

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5-28-03

## EXHIBIT A

MAY 28 2003



# **EXHIBIT B**

**RECEIPT AND OPENING OF BIDS** Sealed Bids will be received only at the office of **Civiltec Engineering, Inc.**, 118 West Lime Avenue., Monrovia, CA 91016 until **3:00 PM on March 21, 2003**, at which time they will be publicly opened and read, for the construction of the Work entitled:

**THREE VALLEYS MUNICIPAL WATER DISTRICT  
LIVE OAK SPREADING GROUNDS  
IMPORTED WATER CONNECTION**

**DESCRIPTION OF WORK** The work consists of the construction of approximately 80 linear feet of 24-inch cml & c steel pipeline, 25 linear feet of 14-inch cml & c steel pipeline, Concrete Vault with Electromagnetic Flow Meter and 14-inch Sleeve Valve, Concrete Stilling Basin/Dissipating Structure and all appurtenant fittings and valves as shown on the plans.

**SECURING BID DOCUMENTS** Bidders may examine the Contract Documents at the office of Civiltec Engineering, Inc. 118 W. Lime Avenue, Monrovia, CA 91016 and there obtain one copy at no charge and additional copies for the non-refundable cost of            per set. Payment for additional copies must be made at the time the Contract Documents are obtained. Checks or money orders shall be made payable to the **Three Valleys Municipal Water District**.

**CONTRACT TIME** The Contract time for construction is hereby established as ninety (90) working days from the date of issuance of the Notice to Proceed for construction. The construction start date will be approximately April 30, 2003.

**LIQUIDATED DAMAGES** The proposed fixed liquidated damages amount is hereby established as five hundred dollars (\$500.00) for each calendar day of unauthorized delay in completion of the work.

**BIDS** Bidders must comply with and agree to all instructions and requirements in this Notice and in the Instructions to Bidders, including post-bidding procedures.

- A. All Bids must be submitted on the prescribed Bid Form.
- B. Each Bid must be accompanied by the prescribed bid security in an amount equal to 10 percent of the total amount of the Bid, including the aggregate of all separate bid items and schedules covered by the Bid.
- C. Requests for interpretation of the Contract Documents shall be submitted to the Engineer not later than the 2nd day preceding the date set for the receipt of Bids.
- D. Requests for approval of proposed substitutes and equals shall be submitted to the Engineer not later than the 2nd day preceding the date set for the receipt of Bids.
- E. No Addendum will be issued to Bidders after the 2nd day preceding the date set for the receipt of Bids.

**EXHIBIT B**

- F. A optional pre-bid meeting will be held on Wednesday February 27, 2003 at 10:30 am. The meeting will be held at Civiltec Engineering, Inc., 118 W. Lime Avenue, Monrovia, CA.
- G. No Bid or bid security may be withdrawn for (30) thirty calendar days after the date Bids are opened.
- H. The successful Bidder shall execute the Contract Agreement within (5) five calendar days after the date of the Notice of Award.
- I. The successful Bidder shall furnish a Performance Bond and a Payment Bond, each in an amount equal to the Contract Price before execution of the Contract Agreement.
- J. The successful Bidder shall furnish insurance in accordance with the Contract Documents before execution of the Contract Agreement.
- K. The District may withhold issuance of the Notice to Proceed for a period not to exceed (5) five calendar days after the date the Contract Agreement is executed.
- L. The Contractor shall start the Work within (15) calendar working days after the date of the Notice to Proceed.
- M. The Contractor, at his request and expense, will be permitted to substitute equivalent securities for any moneys withheld to insure performance, in accordance with Section 22300 of the California Public Contract Code and Section 16430 Chapter 13 of Division 5 of Title 1 of the State of California Government Code.
- N. District's Rights Reserved. The District reserves the right to reject any or all bids, to waive any informality in a bid, and to make awards in the interest of the District.
- O. Wage Rates. Prevailing wage rates must be paid and labor laws must be complied with. See Instructions to Bidders and Contract and Bid Documents.

**APPROVAL.** This Notice is approved and authorized by the Three Valleys Municipal Water District this 21<sup>st</sup> day of February, 2003.

Date: February 21, 2003

THREE VALLEYS MUNICIPAL WATER DISTRICT

By /s/ Richard W. Hansen  
Richard W. Hansen, P.E.  
General Manager/Chief Engineer



# **THREE VALLEYS MUNICIPAL WATER DISTRICT INSTRUCTIONS TO BIDDERS**

## **01     GENERAL**

The Contract Documents will be available for examination without charge, and copies may be secured in accordance with the Notice Inviting Bids. Terms used in the Bidding Requirements shall have the meanings defined in the General Conditions of the Contract.

## **02     EXAMINATION BY BIDDERS**

At the Bidder's own expense and prior to submitting a Bid, each Bidder shall (a) examine the Contract Documents, (b) visit the site and determine the local conditions which in any way affect the performance of the Work including the prevailing wages and other pertaining cost factors, (c) be familiar with all Federal, State and local laws, ordinances, rules, regulations and codes affecting the performance of the Work including the cost of permits and licenses required for the Work, (d) make such surveys and investigations, including investigation of subsurface or latent physical conditions at the site or where Work is to be performed, as the Contractor may deem necessary for performance of the Work at the Bid price within the terms of the Contract Documents, (e) determine the character, quality, and quantities of the Work to be performed and the materials and equipment to be provided, and (f) correlate observations, investigations, and determinations with the requirements of the Contract Documents. The Contract Documents show and describe the existing conditions as they are believed to exist, and the surveys, investigations, and other data which have been used in the design of the Work. Neither the District nor the Engineer shall be liable for any loss sustained by the Contractor resulting from any variance between the conditions and design data given in the Contract Documents and the actual conditions revealed during the Bidder's examination or during the progress of the Work. The submission of a Bid shall be incontrovertible evidence that the Bidder has complied with all the requirements of this document.

## **03     QUALIFICATIONS OF BIDDERS**

At date of Bid opening all Bidders must be currently licensed as contractors, according to the laws of the State and legal jurisdiction of the place where the Work is located. This is also applicable to Subcontractors desiring to bid on the Work.

No person, organization, or corporation is allowed to make, submit, or be interested in more than one Bid for the Work unless in a subcontractural relationship with respect to the Bids or unless Alternative Bids are required. A person, organization, or corporation submitting sub-proposals or quoting prices on materials to Bidders is not prevented from submitting a Bid for the entire Work.

The District hereby requires all Bidders to furnish a written statement as to the Bidder's experience, financial responsibility, technical ability, equipment, and references as a part of the Bid documents.

In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the Proposal. To this end, each Proposal shall be supported by a statement of the bidder's experience as of recent date on the form bound herein. The bidder's performance under

## **THREE VALLEYS MUNICIPAL WATER DISTRICT INSTRUCTIONS TO BIDDERS**

previous construction contracts will be investigated by the District and will be a determining factor in evaluating the bidder's competency.

### **04     PREPARATION AND SUBMISSION OF BIDS**

Bids shall be submitted on the Bid Form bound herein, or exact duplicates. All bid items and statements shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated, and the signatures of all persons signing shall be in longhand. Where there is a conflict in the words and the figures, the words will govern.

Prices, wording, and notations must be in ink or typewritten. No erasures will be permitted. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto, and must be initialed in ink by the person or persons signing the Bid.

The description of work tasks in the Proposal shall not be changed, and no additions shall be made to items mentioned therein. Conditions, limitations, or provisions attached to a proposal may cause its rejection.

Bids shall not contain any recapitulation of the Work. Alternative Bids will not be received or considered unless required by the Contract Documents. No oral, or telephonic proposals or modifications will be considered. Any Bidder may modify his Bid by telegraphic or written communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the District prior to the closing time. The telegraphic or written communication should not reveal the bid price; it should, however, state the addition or subtraction or other modification so that the final prices or terms will not be known by the District until the sealed bid is opened.

Each Bid shall be accompanied by the prescribed Bid Security and other required documents.

Delivery of Bids shall comply with the Notice Inviting Bids as to place, date, and time. Bids and Bid Security shall be enclosed in a sealed opaque envelope bearing the title of the Work and the name of the Bidder.

In the event that the Bidder is a joint venture, there shall be submitted with the Bid, certifications signed by authorized officers of each of the parties to the joint venture naming the individual who shall be the agent of the joint venture, shall sign all necessary documents for the joint venture, and should the joint venture be the successful Bidder shall act in all matters relative to the Contract resulting therefrom for the joint venture.

Mailed Bids not received at the required place before the date and time set for the receipt of Bids will be rejected.

### **05     WITHDRAWAL OF BIDS**

Any Bidder may withdraw the Bid and Bid Security prior to the date and time set for the receipt of Bids, either in person or by written notice delivered to the District before said date and time.

# **THREE VALLEYS MUNICIPAL WATER DISTRICT INSTRUCTIONS TO BIDDERS**

Thereafter, no Bid or Bid Security may be withdrawn for the period of time stated in the Notice Inviting Bids.

## **06 BID SECURITY**

Each Bid shall be accompanied by a Bid Security in the form of a certified check, a bank cashier's check, or a Surety Bid Bond. Checks or Bid Bond shall be made payable to the District.

The Bid Bond and surety thereon shall comply with the requirements for Bonds in the General Conditions. The Bid Security will be held by the District as a guarantee that the Bidder, if awarded the Contract, will enter into the Contract Agreement in good faith and furnish the required Bonds and proof of Insurance. Each Bidder hereby agrees that, in case of refusal or failure to execute the Contract Agreement if awarded and to furnish the Bonds within the time required by the Contract Documents, the Bid Security and the moneys represented thereby shall remain the property of the District as compensation for damages the District may suffer by reason of such failure or refusal, not exceeding the amount of the Bid Security. Any Bid not accompanied by a Bid Security will be rejected. The Bid Security shall be in an amount not less than that stated in the Notice Inviting Bids. Bid Bonds shall be in the exact form shown in the Bidding Requirements.

## **07 INTERPRETATIONS**

Should any Bidder find discrepancies in or omissions from the Contract Documents, or if there should be doubt as to the true meaning of any part thereof, the Bidder shall at once submit a written request for correction, clarification, or interpretation. Such requests shall be submitted not later than the time stated in the Notice Inviting Bids.

If the District or the Engineer determines the Contract Documents require changes, correction, clarification, or interpretation prior to the receipt of Bids, an appropriate Addendum will be issued within the time period provided in the Contract and Bid Documents.

The District, the Engineer, and their officers, employees, and agents will not be responsible for any changes, instructions, clarifications, interpretations, or other information pertaining to the Contract Documents given to Bidders during the bidding period in any manner other than written Addendum.

# **THREE VALLEYS MUNICIPAL WATER DISTRICT INSTRUCTIONS TO BIDDERS**

## **08     REQUESTS FOR SUBSTITUTIONS OR EQUALS**

References in the Contract Documents to any material, item of equipment, or type of construction by manufacturer's name, make, catalog number, or other proprietary identification shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. Bids shall be based on the products or types of construction so referred to and identified in the Contract Documents, or on substitute or equal items approved by the District or the Engineer prior to the receipt of Bids. Bidders wishing to propose substitute or equal materials, equipment items, or types of construction shall submit a written request fully and technically describing each proposed item and its intended use. Manufacturers and suppliers may informally seek approval of their products directly from the District or the Engineer. Bidders will be notified of approved substitute or equal items by Addendum only. All such requests must be submitted within the time limit stated in the Notice Inviting Bids and in the Supplementary Conditions.

## **09     SUBCONTRACTOR LIST**

Each Bidder shall list in the spaces provided in the Bid Form (1) the name and business address of each Subcontractor proposed to perform or render service for a portion of the Work, or to specially fabricate and install a portion of the Work, if the value of such subcontracted portion exceeds one-half of one percent (0.5%) of the Bidder's total aggregate Bid amount, and (2) the portion of the Work to be performed by each proposed Subcontractor. Only one Subcontractor shall be listed for each portion of the Work so defined by the Bidder. Proposed Subcontractors must be licensed according to the State and jurisdiction where the Work is located. No change may be made to the listing after receipt of Bids without the written consent of the District.

## **10     ADDENDA**

Full consideration shall be given to all Addenda in the preparation of Bids, as Addenda form a part of the Contract Documents. Bidders shall verify the number of Addenda issued, if any, and acknowledge the receipt of all Addenda in the Bid. Failure to so acknowledge may cause the Bid to be rejected.

1. The District or the Engineer may issue Addenda to advise Bidders of changed requirements. Such Addenda may modify previously issued Addenda.
2. No Addendum will be issued after the time stated in the Notice Inviting Bids.

## **11     AWARD**

Award of the Contract or the rejection of all Bids will be made during the time period stated in the Notice Inviting Bids that Bidders may not withdraw Bids.

1. The Contract for the Work, if awarded, will be awarded to the most responsible Bidder submitting the lowest responsive Bid complying with these Instructions to Bidders, the Notice Inviting Bids, and other bidding requirements in the Contract Documents. By submitting a Bid, each Bidder agrees and consents that the District, in determining the

## **THREE VALLEYS MUNICIPAL WATER DISTRICT INSTRUCTIONS TO BIDDERS**

successful Bidder and his eligibility for the award, may consider the Bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the Bidder's performance of the Work.

2. After all stipulated requirements are satisfied and the Notice of Award is issued, the successful Bidder shall execute the Contract Agreement within the time limit stated in the Notice Inviting Bids and shall furnish the Bonds and proof of Insurance as required herein. The Contract Agreement shall be executed in the form stipulated by the District. A copy of the required form is included in the Contract Forms.
3. If a Bidder receiving a Notice of Award fails or refuses to execute the Contract Agreement within the stated time limit or fails or refuses to furnish the Bonds and proof of Insurance as required herein, the District may annul the award and declare the Bid Security forfeited, and may issue an award to the next lowest responsive responsible Bidder or may reject all Bids and re-advertise the project.
4. A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the office signing the Contract Agreement and Bonds for the corporation is duly authorized to do so.

### **12     BONDS**

The successful Bidder shall furnish to the District a Performance Bond ensuring the performance of the Work in accordance with the Contract Documents and a Payment Bond ensuring the payment of all obligations arising from the Work. Sureties and Bonds shall comply with the requirements in the General Conditions. Bonds shall be delivered to the District before the Contract Agreement is executed. Bonds shall conform exactly to the forms included in the Contract Forms and shall be acceptable to the District and funding agencies.

Failure to execute the bond(s) within the time specified shall allow the District to consider that the Bidder has abandoned the Contract, in which case the check or bidder's bond accompanying the proposal shall be the property of the District.

A Maintenance Bond with a corporate surety approved by the District and the Representative in the amount of 20 percent of the Contract Price guaranteeing the repair of all damage due to faulty materials or workmanship for a period of one year after final acceptance of the Work by the District will also be required. Such Bond shall be provided before the final payment is made to the Contractor.

The Performance and Payment Bonds shall each be for 100 percent of the Total Bid. The Payment Bond shall comply with Section 3248 of the California Civil Code. All bonds and endorsements thereto required to be submitted in this Contract shall be written by a company of a minimum of a "B" rating and of adequate financial category as rated by the current edition of Best's Key Rating Guide as published by A. M. Best Company, Oldwick, New Jersey 08858.

### **13     RIGHTS RESERVED**

**EXHIBIT B**

## **THREE VALLEYS MUNICIPAL WATER DISTRICT INSTRUCTIONS TO BIDDERS**

The District reserves the right to reject any or all Bids; to waive any informality or irregularity in any Bid; to have performed the entire Work defined by the Contract Documents or such parts of said Work as the District may elect; to combine various parts of various alternative bids and bid items within a Bid as permitted by law; and to accept or reject one or more separately scheduled bid items within a Bid. The Owner further reserves the right to withhold issuance of the Notice to Proceed, after execution of the Contract Agreement, for the period of time stated in the Notice Inviting Bids and no additional payment will be made to the successful Bidder on account of such withholding.

### **14     LOCAL WAGE RATES**

The minimum wages paid by Contractor and his Subcontractors for all workers employed in the execution of this Contract shall not be less than the wages determined by the Director of the Department of Industrial Relations as required by Section 1773 of the California Labor Code for the locality in which the Work is to be performed. Copies of these wage rate determinations, which are available at the District office on request, shall be posted by the Contractor at each job site.

### **15     SEPARATE BID PRICES FOR EXCAVATION SAFETY MEASURES**

The requirements of Sections 6705 and 6707 of the California Labor Code apply to this Project. Accordingly, each Bidder shall state in the Bid the lump sum bid price or prices for providing shoring, sheeting, bracing, and other safety measures for all excavations 5 feet or more in depth. Before any work is commenced, the Contractor shall secure and pay for the excavation permit required by the California Division of Occupational Safety and Health, and shall furnish the with a copy thereof prior to commencing any excavation.

## BID FORM

Three Valleys Municipal Water District  
3300 Padua Avenue  
Claremont, California 91711

Gentlemen:

The undersigned hereby proposes to perform all work for which a contract may be awarded him and to furnish any and all plant, labor, services, material, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefor as provided in the Contract Documents, and to do everything required therein for the construction of approximately 533 linear feet of 30-inch cml & c steel pipeline, 453 linear feet of 42-inch steel conductor casing, tie-ins and all appurtenant fittings and valves as specifically set forth in documents entitled:

### **THREE VALLEYS MUNICIPAL WATER DISTRICT LIVE OAK SPREADING GROUNDS IMPORTED WATER CONNECTION**

together with appurtenances thereto, all as set forth on the Drawings and in the Specifications and other Contract Documents; and further proposes and agrees that, if this Bid is accepted, will contract in the form and manner stipulated to perform all the work called for by Drawings, Specifications, and other Contract Documents, and to complete all such work in strict conformity therewith within the time limits set forth therein, and will accept as full payment therefor the prices set forth in the Bid Sheet(s) forming a part hereof.

A Bid Bond properly made payable to Three Valleys Municipal Water District hereinafter designated as the District, for the sum of \_\_\_\_\_ (\$ \_\_\_\_\_ .00), which amount is not less than 10 percent of the total amount of this Bid, is attached hereto and is given as a guarantee that the undersigned will execute the Contract Agreement and furnish the required bonds if awarded the contract and, in case failure to do so within the time provided, the \*proceeds of said check shall be forfeited to the District. \*Surety's liability to the for forfeiture of the face amount of the Bond shall be considered as established.

It is understood and agreed that:

The undersigned has carefully examined all the Contract Documents which will form a part of the Contract; and all additions, deletions, modifications, and appendices and all addenda as prepared prior to the date of bid opening setting forth any modifications or interpretations of any of said documents.

\*Delete inapplicable words and phrases

The undersigned has by investigation of the site of the Work and otherwise been satisfied as to the nature and location of the Work and has fully been informed as to all conditions and matters which can in any way affect the Work or the cost thereof;

The undersigned fully understands the scope of the Work and has checked carefully all words and figures inserted in this Bid and further understands that the District will in no way be responsible for any errors or omissions in the preparation of this Bid;

## BID FORM

The undersigned will execute the Contract Agreement and furnish the required Performance and Payment Bonds and proof of insurance coverage within (5) five days (not including Sundays and holidays) after notice of acceptance of the Bid by the District; and further, that this bid may not be withdrawn for a period of (30) thirty days after the date set for the opening thereof, unless otherwise required by law. If any Bidder shall withdraw the Bid within said period, the Bidder shall be liable under the provisions of the Bid Security, or the Bidder and surety company shall be liable under the Bid Bond, as the case may be. The bonds or checks will be returned after the successful Bidder has executed the Contract Agreement and filed satisfactory bonds and proof of insurance coverage.

The undersigned Bidder further agrees that on the part of the Bidder failure to complete the Work within the Contract Time and any authorized extension thereof, the Bidder shall pay liquidated damages to the District in the amount stated in the Notice Inviting Bids for each calendar day of unauthorized delay in completion of the Work until the Work is completed, unless another amount is agreed to and stated in the Contract Agreement as provided in the Conditions of the Contract;

The undersigned hereby certifies that this proposal is genuine and not a sham or collusive, or made in the interest of or on behalf of any persons not herein named; and the undersigned has not directly or indirectly induced or solicited any other Bidder to put in a sham Bid, or any other person, firm or corporation to refrain from bidding; the undersigned has not in any manner sought by collusion to secure an advantage over any other bidder;

In conformance with current statutory requirements of Section 1860, et seq., of the Labor Code of the State of California, the undersigned confirms the following as a certification:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self insurance in accordance with the provisions before commencing the performance of the work of this Contract:

In compliance with the provisions of Sections 4100-4114 of the Government Code of the State of California, and any amendments thereof, the undersigned Bidder has set forth below the name and the location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work to be performed under the Contract Documents in which this Bid is responsive, and where the portion of the Work which will be done by each Subcontractor for each subcontract is in excess of one-half of one percent (0.5%) of the Total Base Bid. The undersigned Bidder understands that failure to specify a Subcontractor for any portion of the Work, shall deem to have agreed to perform such portion of the work and shall not be permitted to sublet or subcontract that portion of the Work except in cases of public emergency or necessity, and then only after a finding is reduced to writing as a public record of the District setting forth the facts constituting the emergency or necessity. It is further understood and agreed that the aggregate total of all subcontracts shall not exceed forty-five (45) percent of total contract price in accordance with the provisions of Instructions to Bidders and or General Conditions.

Receipt is hereby acknowledged of addenda number(s) \_\_\_\_\_ through \_\_\_\_\_ ;

The undersigned is licensed in accordance with the Laws of the State of California: License Number \_\_\_\_\_, Class \_\_\_\_.



## **BID FORM**

NOW: In compliance with the Notice Inviting Bids and all the provisions hereinbefore stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the entire Work for the prices set forth in the attached Schedule(s) upon which award of Contract is made. The undersigned states that the representations made in this bid are made under penalty of perjury.

## BID FORM

Individual Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

Partnership Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

By: \_\_\_\_\_  
Partner

Other Partners: \_\_\_\_\_

Corporation Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

Organized under the laws of the State of \_\_\_\_\_

Date: \_\_\_\_\_ Contractor: \_\_\_\_\_

By: \_\_\_\_\_

(Seal)

# BID FORM

ITEM NO.	UNITS	DESCRIPTION	EST. QUANT	UNITS PRICE	TOTAL
1	LS	Bonding, Permits, Mobilization and Demobilization Complete for the Lump Sum Price of:	1	\$	\$
2	LF	Furnish all labor, material, and equipment necessary to construct 24-inch (0.25" wall thickness min.) CL & C Welded Joints Steel Waterline, including tie-ins to the existing system, thrust blocks, and all required fittings and appurtenances as shown on the plans for the unit price of.	80	\$	\$
3	LF	Furnish all labor, material, and equipment necessary to construct 14-inch (0.25" wall thickness min.) CL & C Welded Joints Steel Waterline, including tie-ins to the existing system, thrust blocks, and all required fittings and appurtenances as shown on the plans for the unit price of:	25	\$	\$
4	EA	Furnish all labor, material and equipment to install 14-inch Butterfly Valve including, fittings, couplings, anchor block, connections, complete in place for the Unit Price of:	1	\$	\$
5	LS	Furnish all labor, material and equipment to install a 14-inch Electromagnetic Flow Meter, 14-inch Sleeve Valve and Concrete Vault with Traffic Lid including materials, trench excavation, backfill, compaction, fittings, couplings, anchor block, pipe inverts, connections to and all other appurtenances as shown on the plans complete in place for the Lump Sum Price of:	1	\$	\$
6	LS	Furnish all labor, material and equipment to install a Concrete Stilling Basin / Dissipating Structure including materials, 24-inch drainage gate, trench excavation, backfill, compaction, rip rap, hand railing, pipe inverts, connections to and all other appurtenances as shown on plans complete in place for the Lump Sum Price of:	1	\$	\$

**EXHIBIT B**

## BID FORM

ITEM NO.	UNITS	DESCRIPTION	EST. QUANT	UNITS PRICE	TOTAL
7	LS	Hydrostatic Testing and Disinfection Complete for the Lump Sum Price of:	1	\$	\$
8	LS	Furnish all labor, material and equipment to install Electrical System, including Power Service Pedestal, SGVMWD Power/Control Pedestal, MWD Meter Panel Pedestal, Switches, Instrumentation, Conduits, Wiring, and Area Lighting, including trench excavation, bedding, backfill, compaction, installation of conduit fittings, couplings, protection of interfering portions of existing utilities or improvements, temporary and permanent support of utilities, disposal of excess excavation materials, and all other appurtenances necessary to install the Electrical System as shown on the plans complete in place and operable for the Lump Sum Price of:	1	\$	\$
9	LS	Furnish, Install, and Maintain Trench Safety per the CAL/OSHA Article 6	1	\$	\$
<b>TOTAL ITEMS 1 THRU 9 IN NUMBERS</b>				\$	
<b>TOTAL ITEMS 1 THRU 9 IN WORDS</b>					

\_\_\_\_\_  
Company

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Bidder's Signature

## LIST OF SUBCONTRACTORS

The Bidder is required to furnish the following information (in accordance with the provisions of Sections 4100 to 4114, inclusive of the Public Contract Code of the State of California and any amendments thereto) for each Subcontractor performing more than 0.5% of the Total Base Bid. Do not list alternative subcontractors for the same work.

Name Under Which Subcontractor Licensed	License Number	Address and Tele. Number of Office, Mill or Shop	Specific Description of Subcontractor
1. _____	_____	_____ _____ _____	_____ _____ _____
2. _____	_____	_____ _____ _____	_____ _____ _____
3. _____	_____	_____ _____ _____	_____ _____ _____
4. _____	_____	_____ _____ _____	_____ _____ _____
5. _____	_____	_____ _____ _____	_____ _____ _____

Bidder's Initials:

**EXHIBIT B**

## CONTRACTOR'S LICENSING STATEMENT

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number: \_\_\_\_\_

Name of Individual Contractor (Print or Type): \_\_\_\_\_

Signature by Contractor: \_\_\_\_\_

Business Address and Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Name of Firm: \_\_\_\_\_

Business Address and Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature, title, and address of members signing on behalf of the partnership:

Name \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_

Name of Corporation \_\_\_\_\_

Business Address and Telephone Number \_\_\_\_\_

Corporation organized under the laws of the State of \_\_\_\_\_

\_\_\_\_\_  
Signature of President of Corporation

\_\_\_\_\_  
Signature of Secretary of Corporation

## CONTRACTOR'S EXPERIENCE STATEMENTS

The undersigned Bidder is licensed in accordance with the Laws of the State of California:  
License Number \_\_\_\_\_, Class \_\_\_\_\_.

The following outline is a record of the undersigned Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this Contract. The Bidder shall include in his outline the number, size, types and final costs of all similar type projects constructed in the past five years. The Bidder shall also provide the name, work resume and qualifications for the individual who will be the job superintendent during the performance of this contract. The Bidder shall not reassign the designated superintendent without prior approval of the District. Additional numbered pages outlining this portion of the Bid may be attached to this Bid.

Superintendent's Name: \_\_\_\_\_

General Statement of Experience and Technical Ability:

- 1.
- 2.
- 3.

General Statement of Superintendent's Qualifications:

Bidder's Initials:

## CONTRACTOR'S EQUIPMENT

The undersigned Bidder is licensed in accordance with the Laws of the State of California:  
License Number \_\_\_\_\_, Class \_\_\_\_\_.

The following is a list of all major items of construction equipment and vehicles available to the Bidder which the Bidder believes to be necessary or essential to the completion of the project:

Item	Leased/Owned	Date/Year of Manufacture	Condition
------	--------------	-----------------------------	-----------

Bidder's Initials:



# BID SECURITY FORM

(Check to accompany Bid)

(Note: The following form shall be used in case check accompanies bid:)

Accompanying this proposal is a \*Certified\* Cashiers check payable to the order of Three Valleys Municipal Water District hereinafter referred to as "District," for

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
this amount being 10 percent of the total amount of the Bid. The proceeds of this check shall become the property of said District provided this proposal shall be accepted by the said District through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required Performance and Payment Bonds and proof of insurance coverage within the stipulated time; otherwise, the check shall be returned to the undersigned. The proceeds of this check shall also become the property of the District if the undersigned shall withdraw his bid within the period of (30) thirty days after the date set for the opening thereof, unless otherwise required by law, and notwithstanding the award of the Contract to another Bidder.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Bidder

## BID GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_, hereinafter called Principal, and \_\_\_\_\_, hereinafter called the Surety, are jointly and severally held and firmly bound unto the Three Valleys Municipal Water District, hereinafter called District, in the penal sum of ten percent (10%) of the Bid of Principal for the Work of constructing the Three Valleys Municipal Water District LIVE OAK SPREADING GROUNDS IMPORTED WATER CONNECTION. This sum not to exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States of America, for the payment whereof unto District, Principal and Surety jointly and severally bind themselves forever firmly by these presents, except said penal sum shall not exceed ten percent (10%) of the amount Bid by Principal for Work which is awarded to Principal by the District.

WHEREAS, Principal is herewith submitting a Bid for the Work entitled

---

NOW, THEREFORE, the condition of this obligation is such that if Principal is awarded a contract for the Work, and if Principal within the time specified in the Bid enters into, executes and delivers to District an agreement in the form provided herewith, and if Principal within the time specified in the Bid gives to District the performance bond and the payment bond on the forms provided herewith, then this obligation shall be void. If, however, Principal shall fail or refuse to furnish, execute and deliver to District said agreement in the time stated in the Bid or should fail or refuse to furnish Performance Bond and Payment Bond in the time stated in the Bid, then Principal and Surety shall forfeit to District the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge Principal shall operate as a release of liability of Surety.

## BID GUARANTY BOND

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and District and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

\_\_\_\_\_  
Surety

(Attach Notarial  
Acknowledgment  
of Surety)

\_\_\_\_\_  
(Surety's Mailing Address)

(NOTE: The standard printed bond form of any bonding company acceptable to the District may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the District are not in any way reduced by use of the Surety Company's printed standard form.)

## BID FORM

Three Valleys Municipal Water District  
3300 Padua Avenue  
Claremont, California 91711

Gentlemen:

The undersigned hereby proposes to perform all work for which a contract may be awarded him and to furnish any and all plant, labor, services, material, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefor as provided in the Contract Documents, and to do everything required therein for the construction of approximately 533 linear feet of 30-inch cml & c steel pipeline, 453 linear feet of 42-inch steel conductor casing, tie-ins and all appurtenant fittings and valves as specifically set forth in documents entitled:

### **THREE VALLEYS MUNICIPAL WATER DISTRICT LIVE OAK SPREADING GROUNDS IMPORTED WATER CONNECTION**

together with appurtenances thereto, all as set forth on the Drawings and in the Specifications and other Contract Documents; and further proposes and agrees that, if this Bid is accepted, will contract in the form and manner stipulated to perform all the work called for by Drawings, Specifications, and other Contract Documents, and to complete all such work in strict conformity therewith within the time limits set forth therein, and will accept as full payment therefor the prices set forth in the Bid Sheet(s) forming a part hereof.

A Bid Bond properly made payable to Three Valleys Municipal Water District hereinafter designated as the District, for the sum of \_\_\_\_\_ (\$ \_\_\_\_\_ .00), which amount is not less than 10 percent of the total amount of this Bid, is attached hereto and is given as a guarantee that the undersigned will execute the Contract Agreement and furnish the required bonds if awarded the contract and, in case failure to do so within the time provided, the \*proceeds of said check shall be forfeited to the District. \*Surety's liability to the for forfeiture of the face amount of the Bond shall be considered as established.

It is understood and agreed that:

The undersigned has carefully examined all the Contract Documents which will form a part of the Contract; and all additions, deletions, modifications, and appendices and all addenda as prepared prior to the date of bid opening setting forth any modifications or interpretations of any of said documents.

\*Delete inapplicable words and phrases

The undersigned has by investigation of the site of the Work and otherwise been satisfied as to the nature and location of the Work and has fully been informed as to all conditions and matters which can in any way affect the Work or the cost thereof;

The undersigned fully understands the scope of the Work and has checked carefully all words and figures inserted in this Bid and further understands that the District will in no way be responsible for any errors or omissions in the preparation of this Bid;

## BID FORM

The undersigned will execute the Contract Agreement and furnish the required Performance and Payment Bonds and proof of insurance coverage within (5) five days (not including Sundays and holidays) after notice of acceptance of the Bid by the District; and further, that this bid may not be withdrawn for a period of (30) thirty days after the date set for the opening thereof, unless otherwise required by law. If any Bidder shall withdraw the Bid within said period, the Bidder shall be liable under the provisions of the Bid Security, or the Bidder and surety company shall be liable under the Bid Bond, as the case may be. The bonds or checks will be returned after the successful Bidder has executed the Contract Agreement and filed satisfactory bonds and proof of insurance coverage.

The undersigned Bidder further agrees that on the part of the Bidder failure to complete the Work within the Contract Time and any authorized extension thereof, the Bidder shall pay liquidated damages to the District in the amount stated in the Notice Inviting Bids for each calendar day of unauthorized delay in completion of the Work until the Work is completed, unless another amount is agreed to and stated in the Contract Agreement as provided in the Conditions of the Contract;

The undersigned hereby certifies that this proposal is genuine and not a sham or collusive, or made in the interest of or on behalf of any persons not herein named; and the undersigned has not directly or indirectly induced or solicited any other Bidder to put in a sham Bid, or any other person, firm or corporation to refrain from bidding; the undersigned has not in any manner sought by collusion to secure an advantage over any other bidder;

In conformance with current statutory requirements of Section 1860, et seq., of the Labor Code of the State of California, the undersigned confirms the following as a certification:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self insurance in accordance with the provisions before commencing the performance of the work of this Contract:

In compliance with the provisions of Sections 4100-4114 of the Government Code of the State of California, and any amendments thereof, the undersigned Bidder has set forth below the name and the location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work to be performed under the Contract Documents in which this Bid is responsive, and where the portion of the Work which will be done by each Subcontractor for each subcontract is in excess of one-half of one percent (0.5%) of the Total Base Bid. The undersigned Bidder understands that failure to specify a Subcontractor for any portion of the Work, shall deem to have agreed to perform such portion of the work and shall not be permitted to sublet or subcontract that portion of the Work except in cases of public emergency or necessity, and then only after a finding is reduced to writing as a public record of the District setting forth the facts constituting the emergency or necessity. It is further understood and agreed that the aggregate total of all subcontracts shall not exceed forty-five (45) percent of total contract price in accordance with the provisions of Instructions to Bidders and or General Conditions.

Receipt is hereby acknowledged of addenda number(s) \_\_\_\_\_ through \_\_\_\_\_ ;

The undersigned is licensed in accordance with the Laws of the State of California: License Number \_\_\_\_\_, Class \_\_\_\_.

## **BID FORM**

NOW: In compliance with the Notice Inviting Bids and all the provisions hereinbefore stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the entire Work for the prices set forth in the attached Schedule(s) upon which award of Contract is made. The undersigned states that the representations made in this bid are made under penalty of perjury.

## BID FORM

Individual Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

Partnership Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

By: \_\_\_\_\_

Partner

Other Partners: \_\_\_\_\_

Corporation Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

By: \_\_\_\_\_

President

By: \_\_\_\_\_

Secretary

Organized under the laws of the State of \_\_\_\_\_

Date: \_\_\_\_\_ Contractor: \_\_\_\_\_

By: \_\_\_\_\_

(Seal)

# BID FORM

ITEM NO.	UNITS	DESCRIPTION	EST. QUANT	UNITS PRICE	TOTAL
1	LS	Bonding, Permits, Mobilization and Demobilization Complete for the Lump Sum Price of:	1	\$	\$
2	LF	Furnish all labor, material, and equipment necessary to construct 24-inch (0.25" wall thickness min.) CL & C Welded Joints Steel Waterline, including tie-ins to the existing system, thrust blocks, and all required fittings and appurtenances as shown on the plans for the unit price of.	80	\$	\$
3	LF	Furnish all labor, material, and equipment necessary to construct 14-inch (0.25" wall thickness min.) CL & C Welded Joints Steel Waterline, including tie-ins to the existing system, thrust blocks, and all required fittings and appurtenances as shown on the plans for the unit price of:	25	\$	\$
4	EA	Furnish all labor, material and equipment to install 14-inch Butterfly Valve including, fittings, couplings, anchor block, connections, complete in place for the Unit Price of:	1	\$	\$
5	LS	Furnish all labor, material and equipment to install a 14-inch Electromagnetic Flow Meter, 14-inch Sleeve Valve and Concrete Vault with Traffic Lid including materials, trench excavation, backfill, compaction, fittings, couplings, anchor block, pipe inverts, connections to and all other appurtenances as shown on the plans complete in place for the Lump Sum Price of:	1	\$	\$
6	LS	Furnish all labor, material and equipment to install a Concrete Stilling Basin / Dissipating Structure including materials, 24-inch drainage gate, trench excavation, backfill, compaction, rip rap, hand railing, pipe inverts, connections to and all other appurtenances as shown on plans complete in place for the Lump Sum Price of:	1	\$	\$

**EXHIBIT B**



## BID FORM

ITEM NO.	UNITS	DESCRIPTION	EST. QUANT	UNITS PRICE	TOTAL
7	LS	Hydrostatic Testing and Disinfection Complete for the Lump Sum Price of:	1	\$	\$
8	LS	Furnish all labor, material and equipment to install Electrical System, including Power Service Pedestal, SGVMWD Power/Control Pedestal, MWD Meter Panel Pedestal, Switches, Instrumentation, Conduits, Wiring, and Area Lighting, including trench excavation, bedding, backfill, compaction, installation of conduit fittings, couplings, protection of interfering portions of existing utilities or improvements, temporary and permanent support of utilities, disposal of excess excavation materials, and all other appurtenances necessary to install the Electrical System as shown on the plans complete in place and operable for the Lump Sum Price of:	1	\$	\$
9	LS	Furnish, Install, and Maintain Trench Safety per the CAL/OSHA Article 6	1	\$	\$
<b>TOTAL ITEMS 1 THRU 9 IN NUMBERS</b>				\$	
<b>TOTAL ITEMS 1 THRU 9 IN WORDS</b>					

---

Company

---

Telephone Number

---

Bidder's Signature

## LIST OF SUBCONTRACTORS

The Bidder is required to furnish the following information (in accordance with the provisions of Sections 4100 to 4114, inclusive of the Public Contract Code of the State of California and any amendments thereto) for each Subcontractor performing more than 0.5% of the Total Base Bid. Do not list alternative subcontractors for the same work.

Name Under Which Subcontractor Licensed	License Number	Address and Tele. Number of Office, Mill or Shop	Specific Description of Subcontractor
1. _____	_____	_____ _____ _____	_____ _____ _____
2. _____	_____	_____ _____ _____	_____ _____ _____
3. _____	_____	_____ _____ _____	_____ _____ _____
4. _____	_____	_____ _____ _____	_____ _____ _____
5. _____	_____	_____ _____ _____	_____ _____ _____

Bidder's Initials:

**EXHIBIT B**

## CONTRACTOR'S LICENSING STATEMENT

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number: \_\_\_\_\_

Name of Individual Contractor (Print or Type): \_\_\_\_\_

Signature by Contractor: \_\_\_\_\_

Business Address and Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Name of Firm: \_\_\_\_\_

Business Address and Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature, title, and address of members signing on behalf of the partnership:

Name \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_

Name of Corporation \_\_\_\_\_

Business Address and Telephone Number \_\_\_\_\_

Corporation organized under the laws of the State of \_\_\_\_\_

\_\_\_\_\_  
Signature of President of Corporation

\_\_\_\_\_  
Signature of Secretary of Corporation

## CONTRACTOR'S EXPERIENCE STATEMENTS

The undersigned Bidder is licensed in accordance with the Laws of the State of California:  
License Number \_\_\_\_\_, Class \_\_\_\_\_.

The following outline is a record of the undersigned Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this Contract. The Bidder shall include in his outline the number, size, types and final costs of all similar type projects constructed in the past five years. The Bidder shall also provide the name, work resume and qualifications for the individual who will be the job superintendent during the performance of this contract. The Bidder shall not reassign the designated superintendent without prior approval of the District. Additional numbered pages outlining this portion of the Bid may be attached to this Bid.

Superintendent's Name: \_\_\_\_\_

General Statement of Experience and Technical Ability:

- 1.
- 2.
- 3.

General Statement of Superintendent's Qualifications:

Bidder's Initials:

## CONTRACTOR'S EQUIPMENT

The undersigned Bidder is licensed in accordance with the Laws of the State of California:  
License Number \_\_\_\_\_, Class \_\_\_\_\_.

The following is a list of all major items of construction equipment and vehicles available to the Bidder which the Bidder believes to be necessary or essential to the completion of the project:

Item	Leased/Owned	Date/Year of Manufacture	Condition
------	--------------	-----------------------------	-----------

Bidder's Initials:

# BID SECURITY FORM

(Check to accompany Bid)

(Note: The following form shall be used in case check accompanies bid:)

Accompanying this proposal is a \*Certified\* Cashiers check payable to the order of Three Valleys Municipal Water District hereinafter referred to as "District," for

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
this amount being 10 percent of the total amount of the Bid. The proceeds of this check shall become the property of said District provided this proposal shall be accepted by the said District through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required Performance and Payment Bonds and proof of insurance coverage within the stipulated time; otherwise, the check shall be returned to the undersigned. The proceeds of this check shall also become the property of the District if the undersigned shall withdraw his bid within the period of (30) thirty days after the date set for the opening thereof, unless otherwise required by law, and notwithstanding the award of the Contract to another Bidder.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Bidder

## BID GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_, hereinafter called Principal, and \_\_\_\_\_, hereinafter called the Surety, are jointly and severally held and firmly bound unto the Three Valleys Municipal Water District, hereinafter called District, in the penal sum of ten percent (10%) of the Bid of Principal for the Work of constructing the Three Valleys Municipal Water District LIVE OAK SPREADING GROUNDS IMPORTED WATER CONNECTION. This sum not to exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States of America, for the payment whereof unto District, Principal and Surety jointly and severally bind themselves forever firmly by these presents, except said penal sum shall not exceed ten percent (10%) of the amount Bid by Principal for Work which is awarded to Principal by the District.

WHEREAS, Principal is herewith submitting a Bid for the Work entitled

---

NOW, THEREFORE, the condition of this obligation is such that if Principal is awarded a contract for the Work, and if Principal within the time specified in the Bid enters into, executes and delivers to District an agreement in the form provided herewith, and if Principal within the time specified in the Bid gives to District the performance bond and the payment bond on the forms provided herewith, then this obligation shall be void. If, however, Principal shall fail or refuse to furnish, execute and deliver to District said agreement in the time stated in the Bid or should fail or refuse to furnish Performance Bond and Payment Bond in the time stated in the Bid, then Principal and Surety shall forfeit to District the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge Principal shall operate as a release of liability of Surety.

## BID GUARANTY BOND

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and District and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

\_\_\_\_\_  
Surety

(Attach Notarial  
Acknowledgment  
of Surety)

\_\_\_\_\_  
(Surety's Mailing Address)

(NOTE: The standard printed bond form of any bonding company acceptable to the District may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the District are not in any way reduced by use of the Surety Company's printed standard form.)



## NON-COLLUSION AFFIDAVIT

TO BE SWORN BY EACH AWARDEE OF A PRINCIPAL CONTRACT EXECUTED IN  
THE STATE OF CALIFORNIA

)  
) SS  
)

\_\_\_\_\_, being first duly sworn, deposes and says  
that he is \_\_\_\_\_ (sole owner, a partner, president, secretary, etc.) of  
\_\_\_\_\_ the party making the foregoing Bid; that such  
Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company  
association, organization, or corporation; that such Bid is genuine and not collusive or sham; that  
said bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or  
sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any  
Bidder or anyone else to put in a sham Bid, nor that anyone shall refrain from bidding; that said  
Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or  
conference with anyone to fix the Bid Price of said Bidder or of any other Bidder, nor to fix any  
overhead, profit, or cost element of such Bid Price, nor of that of any other Bidder, nor to secure  
any advantage against the public body awarding the Contract or anyone interested in the  
proposed Contract; that all statements contained in such Bid are true; and, further, that said  
Bidder has not, directly or indirectly, submitted his Bid Price or any breakdown thereof, nor the  
contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any  
fee in connection therewith to any corporation, partnership, company, association, organization,  
bid depository, nor to any member or agent thereof, nor to any other individual except to such  
person or persons as have a partnership or other financial interest with said Bidder in his general  
business.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Seal of Notary

\_\_\_\_\_  
Notary Public

## FORM OF AGREEMENT

THIS CONTRACT AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at Claremont, California by and between the Three Valleys Municipal Water District hereinafter called "District" and \_\_\_\_\_, hereinafter called "Contractor".

### WITNESSETH

WHEREAS, District has caused Specifications, Drawings, and other Contract Documents to be prepared for certain Work described as the Three Valleys Municipal Water District **LIVE OAK SPREADING GROUNDS IMPORTED WATER CONNECTION PROJECT**, and

WHEREAS, Contractor has offered to perform the proposed Work in accordance with the terms of the Contract Documents,

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, Contractor hereby agrees to complete the Work at the prices and on the Terms and Conditions herein contained, and District hereby employs the Contractor and agrees to pay him the Contract Prices provided herein for the fulfillment of the Work and the performance of the covenants set forth herein.

The further terms, conditions and covenants of the contract are set forth in the following exhibit parts each of which is by this reference made a part hereof:

- Legal and Procedural Documents Including the Bidding
- Requirements and the Contract Forms
- Conditions of the Contract
- Specifications
- Drawings
- Addenda
- Notice of Award
- Notice to Proceed
- Change Orders, if any

(The foregoing collectively are referred to as the "Contract Documents")

## FORM OF AGREEMENT

IN WITNESS WHEREOF, this Contract Agreement has been executed in quintuplicate on the day and year first above written.

District

Contractor

License No. \_\_\_\_\_

\* By: \_\_\_\_\_

\* By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Approved:

By: \_\_\_\_\_

Title: \_\_\_\_\_

\*Signature must be accompanied by notarized document citing the individual's relationship to the Party of the Contract and his or her power to sign on behalf of the Party.

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_, hereinafter called Principal, and \_\_\_\_\_, hereinafter called Surety, are jointly and severally held and firmly bound unto the Three Valleys Municipal Water District, hereinafter called District, in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States, for the payment whereof unto, the Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, District has awarded to Principal the construction of the Three Valleys Municipal Water District **LIVE OAK SPREADING GROUNDS IMPORTED WATER CONNECTION PROJECT**, and

WHEREAS, Principal is required under the terms of the contract to furnish a bond for the faithful performance of the Contract,

NOW, THEREFORE, the condition of this obligation is such that if Principal shall faithfully perform the covenants, conditions and agreements in the Contract and any changes made as therein provided and shall indemnify and save harmless District, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue, and Principal and Surety, in the event suit is brought on this bond, will pay to District such reasonable attorney's fees as shall be fixed by the Court.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period of one (1) year after the completion of the Work and its acceptance by District, during which time if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage made evident during the period of one (1) year from the date of acceptance of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. However, nothing in this paragraph to the contrary notwithstanding, the obligation of Surety hereunder shall continue so long as any obligation of Principal remains.

AND Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications and Drawings accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Drawings and Specifications.

## PAYMENT BOND

AND IT IS HEREBY DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and District and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

\_\_\_\_\_  
Surety

(Attach Notarial  
Acknowledgment  
of Surety)

\_\_\_\_\_  
(Surety's Mailing Address)

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Attorney for District

NOTE: The principal amount of this bond shall not be less than 100% of the total Contract Price.

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS;

THAT \_\_\_\_\_ hereinafter called Principal,  
and \_\_\_\_\_ hereinafter called Surety, are jointly and severally held  
and firmly bound unto the Three Valleys Municipal Water District hereinafter called District, in  
the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
lawful money of the United State, for the payment whereof unto District, the Principal and  
Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, District has awarded to Principal the construction of the Three Valleys Municipal  
Water District **LIVE OAK SPREADING GROUNDS IMPORTED WATER  
CONNECTION PROJECT**, and

WHEREAS, said Principal is required to furnish a Payment Bond in connection with said  
Contract.

NOW, THEREFORE, the conditions of this obligation is such that if said Principal or any of his  
Subcontractor, heirs, executors, administrators, successors, or assigns shall fail to pay any of the  
persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance  
Code with respect to work or labor performed by any such claimant, or for any amounts required  
to be deducted, withheld, and paid over to the Franchise Tax Board from the Wages of  
employees of the contractor and his subcontractors pursuant to Section 18806 of the Revenue and  
Taxation Code, with respect to such work and labor, Surety will pay the same in or to an amount  
not exceeding the amount herein above set forth, and also will pay in case suit is brought upon  
this bond, such reasonable attorney's fee as shall be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled  
to file claims under Section 3181 of the California Civil Code, so as to give a right of action to  
them or their assigns in any suit brought upon this bond.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of  
time, alteration or addition to the terms of the Contract Agreement, or to the Work to be  
performed thereunder, or the Drawings and Specifications accompanying the same shall in  
anyway affect its obligations on this bond, and it does hereby waive notice of any such change,  
extension of time, alteration or addition to the terms of the Contract Agreement or to the Work or  
to the Drawings and Specifications.

## PAYMENT BOND

AND IT IS HEREBY DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and District and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

\_\_\_\_\_  
Surety

(Attach Notarial  
Acknowledgment  
of Surety)

\_\_\_\_\_  
(Surety's Mailing Address)

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Attorney for District

NOTE: The principal amount of this bond shall not be less than 100% of the total Contract Price.

## NOTICE OF AWARD

To:

### Project Description:

Three Valleys Municipal Water District LIVE OAK SPREADING GROUNDS IMPORTED WATER CONNECTION PROJECT.

The District has considered the Bid submitted by you for the above described Work in response to its Notice inviting Bids dated \_\_\_\_\_ and Instructions to Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the Notice Inviting Bids to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and Certificates of Insurance within five (5) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within \_\_\_\_\_ ( ) days from the date of this Notice, said District will be entitled to consider all your rights arising out of the District's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The District will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the District. Dates this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

District

By: \_\_\_\_\_

Title: \_\_\_\_\_



## ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by

\_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

## NOTICE TO PROCEED

To: \_\_\_\_\_ Date: \_\_\_\_\_

Project: Three Valleys Municipal Water District LIVE OAK SPREADING GROUNDS  
IMPORTED WATER CONNECTION PROJECT.

You are hereby notified to commence Work in accordance with the Agreement dated  
\_\_\_\_\_, 20\_\_, on \_\_\_\_\_, 20\_\_ and you are to complete the Work within 15  
working days thereafter. The date of completion of all Work is therefore \_\_\_\_\_, 20\_\_.

District

By: \_\_\_\_\_

Title: \_\_\_\_\_

## ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by

\_\_\_\_\_

this day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ESCROW AGREEMENT FOR  
SECURITY DEPOSITS IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Three Valleys Municipal Water District, whose address is 1021 Miramar Avenue, Claremont, California, 91711 (hereinafter called "District");  
\_\_\_\_\_, whose address is \_\_\_\_\_, (hereinafter called "Contractor"); and  
\_\_\_\_\_, whose address is \_\_\_\_\_, (hereinafter called "Escrow Agent").

For the consideration hereinafter set forth, the District, Contractor and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, the Contractor has the option to deposit securities with the Escrow Agent as a substitute for retention earnings required to be withheld by the District pursuant to the Contract Agreement entered into between the District and Contractor for the construction of the LIVE OAK SPREADING GROUNDS IMPORTED WATER CONNECTION PROJECT, in the amount of \$ \_\_\_\_\_ dated \_\_\_\_\_, (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the District shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the District within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the District and Contractor. Securities shall be held in the name of the Three Valleys Municipal Water District, and shall designate the Contractor as the Beneficial Owner.
2. The District shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
3. When the District makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the District pays the Escrow Agent directly.
4. The Contractor shall be responsible for paying all fees for the expenses incurred by the Escrow Agent in administering the escrow account. These expenses and payment terms shall be determined by the Contractor and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by the Contractor at any time and from time to time without notice to the District.

**ESCROW AGREEMENT FOR  
SECURITY DEPOSITS IN LIEU OF RETENTION**

6. The Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account by written authorization from the District to the Escrow Agent that the District consents to the withdrawal of the amount sought to be withdrawn by the Contractor.
7. The District shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days written notice to the Escrow Agent from the District of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the District.
8. Upon receipt of written notification from the District certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, the Escrow Agent shall release to the Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
9. The Escrow Agent shall rely upon the written notification from the District and the Contractor pursuant to Sections (1) to (8) inclusive, of this agreement and the District and Contractor shall hold the Escrow Agent harmless from the Escrow Agent's release, conversion, and disbursement of the securities and interest as set forth above.
10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the District and on behalf of the Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

**ESCROW AGREEMENT FOR  
SECURITY DEPOSITS IN LIEU OF RETENTION**

On behalf of District:

General Manager/Chief Engineer  
Richard W. Hansen

\_\_\_\_\_  
Signature

1021 Miramar Avenue  
Claremont, CA 91711

On behalf of Contractor:

Title: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Signature

Address: \_\_\_\_\_  
\_\_\_\_\_

On behalf of Escrow Agent:

Title: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Signature

Address: \_\_\_\_\_  
\_\_\_\_\_

At the time the Escrow Account is opened, the District and the Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

District:

General Manager/Chief Engineer  
Richard W. Hansen

\_\_\_\_\_  
Signature

Contractor:

Title: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Signature



THREE VALLEYS MUNICIPAL WATER DISTRICT  
LIVE OAK SPREADING GROUNDS  
IMPORTED WATER CONNECTION  
TECHNICAL SPECIFICATIONS

EARTHWORK AND GRADING

8.01 GENERAL

The Contractor shall furnish all labor, materials, tools, equipment, transportation, watering, compacting and all incidental work and services required for satisfactory completion of earthwork and grading.

Earthwork and grading shall conform to Section 300 of the Standard Specifications for Public Works Construction (SSPWC), except as modified herein. The work shall consist of performing all operations necessary to excavate roadways, slopes, pipes, benches, ditches, channels or other items shown on the plans and to backfill depressions or ditches caused by removal of obstructions, construct embankments at the locations and to the elevations and form shown on the plans and to shape and compact all subgrade all in accordance with these specifications. Unless otherwise provided in the proposal as separate pay items, general site preparation, clearing and grubbing, removal of excess grass and weeds and grading of roadway shall be included in this item.

8.02 PRESERVATION OF PROPERTY

Existing improvements or facilities and trees and shrubs that are not to be removed, shall be protected from injury or damage resulting from operations of the Contractor, and the Contractor shall be responsible for such damage. Only trees and shrubs specifically designated or marked for removal by the Engineer shall be removed.

The Contractor shall provide such dust control equipment and methods as may be required to protect adjacent property from annoyance or damage from dust caused by his operations. Failure to control such dust shall be cause for the Engineer to stop the work until said dust is controlled, and the Contractor shall have no recourse to collect from the District for any loss of time or expense sustained by him due to such suspension of work.

8.03 CLEARING AND GRUBBING

Except as otherwise specified, all trees, stumps, large roots, buried logs, decayed vegetable matter, buried junk piles, heavy growth of grass and weeds and all other objectionable material shall be removed from the site of the work. None of the above materials shall be permitted to remain in or under embankment and fill areas.

8.04 REMOVAL AND DISPOSAL OF MATERIAL

Material removed during clearing and grubbing, including any excess excavation, shall be removed from the site of the work and disposed of at a location acceptable to the Engineer. Burning of materials on the site will not be permitted.

8.05 ROADWAY EXCAVATION



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Excavation shall conform to the lines, grades and cross-sections shown on the plans and no payment will be made for quantities in excess of those shown or hereinafter specified. When solid rock, scale, hardpan or like materials are encountered in the excavation, it shall be excavated to not less than 6-inches below subgrade and replaced with select material approved by the Engineer. Said select material shall be compacted to not less than 90 percent maximum density. Whenever reference is made to maximum density, it refers to the maximum density as determined by ASTM.

All soft or unsuitable material that will not readily compact to the density specified shall be removed to the depths shown on the plans or ordered by the Engineer and disposed of as directed by the Engineer. Excavation in areas not shown on the plans or authorized by the Engineer will not be paid for and the Contractor shall, at his own expense, backfill and compact unauthorized excavation areas to the original ground elevation and to the density specified.

All rocks or lumps larger than 2 2 inches in size in the upper 6-inches of the subgrade which will not break up under the operation of grading equipment shall be removed and the resulting space refilled and compacted with selected material approved by the Engineer.

#### 8.06 SUBGRADE PREPARATION

Subgrade preparation shall consist of (1) preparing basement soil or original ground to receive embankment, aggregate base or pavement; (2) preparing basement soil in roadway excavation areas to receive aggregate base or pavement; or (3) of preparing embankment to receive aggregate base or pavement.

The roadbed shall be graded to the approximate elevation and cross-section shown. All rocks and lumps of earth over 2 2 inches in size and other unsuitable material shall be removed and disposed of from the upper 6-inches of the roadbed. The subgrade then shall be watered, shaped to the required grade and cross- section and thoroughly compacted.

The surface of the finished subgrade shall be true and uniform and shall not vary more than 0.1 foot below and not more than 0.05 foot above the theoretical cross-section at any point thereon. Any subgrade that does not conform to these requirements immediately prior to placing subsequent material thereon, shall be reworked, watered and recompacted.

#### 8.07 WATERING

All water used for compacting original ground, embankments, structure and trench backfill, subgrade, base and for laying dust caused by grading or traffic shall be included in the price bid for such items and separate payment will not be allowed for watering.

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8.08 PAYMENT

Earthwork and grading will be paid for at the unit or lump sum price listed in the Proposal or, if no separate item is included, in the other items of work to which it relates.

**\*\*END OF SECTION 8\*\***

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WATER PIPELINE

9.01 GENERAL - PIPING

The Contractor shall install all pipe, fittings, valves, supports, bolts, nuts, gaskets, jointing materials and appurtenances as shown on the Drawings and as specified herein, and shall furnish and install all auxiliary piping and connection to equipment, all as required for a complete and workable piping system.

9.02 STEEL PIPE

(a) GENERAL. Fabricated steel pipe and fittings, 6-inches in diameter and larger, shall conform to the requirements of the "Steel Water Pipe 6-inches and Larger", (AWWA C200). Steel pipe, 4-inches in diameter and smaller shall conform to the "Specifications for Black and Hot-Dipped Zinc Coated (Galvanized) Welded and Seamless Steel Pipe for Ordinary Uses" (ASTM A120) and shall be standard weight. All 4-inch steel pipe and larger shall be cement mortar lined per AWWA C205. Buried galvanized pipe shall be wrapped with polyvinyl chloride tape with a total thickness of 30 mils. The tape shall be Plicoflex No. 340 or approved equal. The pipe shall be primed following which the tape shall be applied strictly in accordance with the manufacturer's instructions.

(b) PIPE. 12-inch diameter pipe and larger shall be fabricated from 10 gage steel sheet or plate, unless stated otherwise on the plans. Pipe smaller than 12-inches in diameter shall be 12 gage. Pipe sizes shown on the Drawings refer to minimum inside diameter after lining. The pipe shall be manufactured in sections having normal lengths of 30 to 40 feet except where special sections are required. The pipe shall be furnished with rubber gaskets, butt straps, hand holes, and closure pieces where shown or required.

(c) INTERIOR LINING. Pipe and fittings, as indicated on the Drawings, shall be cement mortar lined in conformance with the "Standard for Cement Mortar Protective Lining and Coating for Steel Water Pipe 4-inch and Larger-Shop Applied", (AWWA C205).

(d) EXTERIOR COATING. Steel pipe and fittings exposed to the atmosphere, inside structures and above ground shall be thoroughly cleaned and given a shop coat of primer. Two coats of epoxy coating shall be field applied per Section 11.02. All buried steel pipe and fittings shall be cement mortar coated in conformance with the above referenced AWWA C205.

(e) HAND HOLES. The pipe fabricator shall provide 5-inch diameter minimum hand holes at all locations that require field application of cement mortar lining. Nine inch long butt-straps with hand holes will be required at all butt weld joins.

9.03 SLEEVE-TYPE COUPLINGS

Sleeve-type couplings shall be furnished where shown and shall be Smith Blair, Romac, Dresser or approved equal. Couplings shall be of steel with Type 316 stainless steel bolts, without pipe stop,

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and shall be sized to fit the pipe and fittings shown.

#### 9.04 FLANGE GASKETS AND BOLTS

Flange gaskets shall be full face type, with bolt holes prepunched, Johns-Manville, Style 605, Cranite or approved equal. Gasket thickness shall be 1/16-inch for pipe 10 inches and smaller and 1/8-inch for 12 inch and larger pipe. Flanged assembly bolts shall be standard hexagon head machine bolts with heavy, hot pressed, hexagon nuts. Threads shall conform to ANSI B1.1, coarse thread series, Class 2 fit. Bolts length shall be such that after joints are made up, the bolts shall protrude through the nut but not more than 1/2-inch. Bolts for use in buried installations shall be galvanized and coated in accordance with Section 12.03. Bolts for use in submerged installations shall be stainless steel Type 304.

#### 9.05 EXCAVATION AND BACKFILL

(a) EXCAVATION. The Contractor shall make all necessary excavation to construct the work as shown on the plans and shall remove all pipes, trees, stones, debris and other obstructions that may be encountered in making the excavation.

The trench at the end of each day shall not be excavated more than one hundred (100) feet in advance of the pipe laying, nor left unfilled for more than one hundred (100) feet where the pipe has been laid.

The trench shall be excavated to a depth of six-inches below the bells and re-filled to invert grade with sand and thoroughly compacted into place at the Contractor's expense for all labor and material.

If any trench bottom, through neglect of the Contractor, be excavated below the grade as required by the drawings and these specifications, it shall be re-filled to grade with sand thoroughly compacted into place at the Contractor's expense for all labor and material.

Excavation shall be supported in a safe manner meeting the requirements of CAL OSHA. Existing improvements of any kind, either on public or private property, shall be fully protected from damage.

If any damage does result to such improvements, the Contractor shall make the necessary repairs or reconstruction at his own expense and as directed by the Engineer. Sheet piling or other timbers shall be removed in such a manner as to prevent caving of the walls of the excavation. The minimum width of excavation shall be 12-inches (6-inches on each side) more than the exterior diameter of the pipe exclusive of joints and tees.

(b) BACKFILL. All pipe trenches shall be backfilled to twelve inches over the top of the pipe with sand conforming to Section 200-1.5 of the SSPWC. The material shall be placed simultaneously on both sides of the pipe and shall be completely worked by tamping around the

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pipe. Such backfilling must be witnessed by the Engineer. It shall be compacted to not less than 90 percent of maximum density. Prior to placing the remaining backfill, all material that has inadvertently fallen into the excavation, shall be removed to twelve inches above the pipe before commencing trench backfilling. This requirement is mandatory. The remaining backfill shall be select material obtained from the excavation, shall not contain stones or boulders larger than 3-inches maximum dimension, and shall be placed in layers not exceeding two feet in thickness. Each layer shall be compacted to not less than 90 percent of maximum density.

#### 9.06 CUTTING AND RESTORING EXISTING PAVEMENT

Street pavement destroyed in connection with performing the work required under the contract shall be replaced with the same kind or better by the Contractor. If a strip of existing pavement less than 4 feet is left between a trench and a gutter or edge of pavement, it shall be removed and a new pavement placed in its stead. In cutting or breaking up street surfacing, the Contractor shall not use equipment which will damage the adjacent pavement. All concrete pavement surfaces shall be scored with concrete sawing equipment; provided, that any portland cement concrete base under an asphalt mix surface will not be required to be scored by sawing. Asphaltic-concrete pavement shall be removed to clean straight lines.

Concrete sidewalks, curbs and gutter required to be removed in connection with performing the work under the contract shall be cut to the nearest score mark and shall be replaced with the same kind or better by the Contractor.

Immediately after completing the backfilling of any section of pipeline in a paved area, temporary resurfacing at least 1 ½ inches in thickness, shall be placed over the backfilled trench and maintained by the Contractor at his own expense.

Upon completion of substantial parts of the project, but not before the pipeline is tested, the temporary resurfacing shall be replaced with permanent resurfacing. All work shall match the appearance of the existing improvements as nearly as practical. In all cases the repaving and repairing shall be done in accordance with the requirements of the City of Claremont and Caltrans.

#### 9.07 INSTALLATION OF PIPE

(a) The Contractor shall install pipe closure sections, fittings, valves and appurtenances shown, including bolts, nuts, gaskets, jointing materials and thrust blocks.

(b) At all times when the work of installing pipe is not in progress, all openings into the pipe and the ends of the pipe in the trenches or structure shall be kept tightly closed. The Contractor shall take all necessary precautions to prevent the pipe from floating due to water entering the trench from any source, shall assume full responsibility for any damage due to this cause and shall at his own expense restore and replace the pipe to its specified condition and grade if it is displaced due to floating. The Contractor shall maintain the inside of the pipe free from foreign materials and in a clean and sanitary condition until its acceptance by the District.

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- (c) Where closure sections are required by the Contractor's laying operation, the sections shall be installed in accordance with the applicable section of these specifications.
- (d) The pipe sections shall be laid in the trench to true alignment and grade in accordance with the drawings. Exceptional care shall be taken in placing the pipe and making the field joint. Bumping of the pipe in the trench will not be permitted. Concrete thrust blocks shall be provided at the locations and of the sizes as shown on the drawings.
- (e) Special care shall be taken during unloading and placing the pipe in trenches. Fabric or other approved slings shall be used for cement mortar lined and coated steel pipe. Chains will not be allowed. Sandbags shall be used to support all stockpiled pipe. Bell holes shall be dug under each bell to permit even bearing of the pipe along the entire length.
- (f) Pipe ends shall be reamed to the full bore of the pipe. Threads shall conform to ANSI B2.1. In making up threaded joints, an accepted thread lubricant shall be applied to the male threads only.
- (g) Flanged joints shall be made up square with even pressure upon the gaskets and shall be perfectly watertight.
- (h) Bell and spigot joints shall be made up concentrically with the rubber gasket completely retained by the bell or spigot groove. A feeler gage shall be used to determine if each joint has been properly assembled.
- (I) Unless otherwise shown, concrete thrust blocks shall be constructed at all changes in direction. Thrust blocks shall be constructed against undisturbed earth. Each thrust block shall be placed so that valves and fittings are accessible for repair. Size of thrust blocks shall be as shown or as directed by the Engineer.

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9.08 INSULATING BUSHINGS AND UNIONS

Pipe and fittings made of non-ferrous metals shall be isolated from ferrous metals by nylon insulating pipe bushings or unions as manufactured by Smith Blair, Corrosion Control Products, Co., or approved equal.

9.09 VALVES - GENERAL

(a) All valves and gates shall be new and of recent manufacture. The flanges may be either raised or plain faced and shall be faced and drilled to 125-pound American Standard dimensions. Each valve body shall be tested to a pressure equal to twice its design water working pressure, except that gate valves shall be tested in accordance with "Standard for Gate Valves for Ordinary Water Works Service" (AWWA C509). All valves shall be open left.

(b) All interior parts of valves manufactured of bronze or brass except valve stems, shall conform to the requirements of ASTM B62. Gate valve stems shall be of bronze, containing aluminum and having a minimum tensile strength of 60,000 psi, a yield strength of 40,000 psi and elongation of at least 100 percent in two inches, as determined from a test coupon poured from the same ladle from which the valve stems to be furnished are poured.

(c) Except as otherwise provided, all ferrous surfaces (excluding non-corrosive surfaces) in the water passages of all valves, 4-inch and larger, shall be coated with an epoxy coating meeting the requirements of Section 9.14. All buried valves shall be provided with an exterior protective coating in accordance with Section 9.15.

9.10 GATE VALVES

(a) Class 150 gate valves shall be resilient seat gate valves, with flanged ends, nonrising stems and meet or exceed AWWA C509 and C550. All valves installed above grade shall be supplied with hand wheels with position indicators. All valves installed below grade shall have a 2-inches operating nut and 8-inches diameter valve can assembly. Gate valves shall be as manufactured by Mueller Co., Kennedy or approved equal.

(b) Ferrous surfaces in the water passages of valves 4-inches in diameter and larger shall be epoxy coated in accordance with Section 9.14. The coating shall not be applied to stainless steel, brass or bronze surfaces.

9.11 BUTTERFLY VALVES

(a) BUTTERFLY VALVES. Butterfly valves shall conform to the "Standard for Rubber-Seated Butterfly Valves" (AWWA C504), except that butterfly valves, 24-inch and smaller, may be of the shorter laying length and the seat may be bonded into a groove on the valve body. The valves shall be of the class indicated on the drawings. Valve bodies shall be cast iron conforming to the "Specification for Gray Cast Iron Casting for Valves, Flanges and Pipe Fittings" (ASTM A126), Class B. Valve shafts shall be of Type 304 stainless steel, running in "oilite", or approved equal,

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sleeve-type bearings and fitted at the outer end for connection to operation gearing. Ferrous surfaces in the water passages of all valves (excluding those surfaces manufactured of non-corrosive materials) shall be coated in accordance with Section 9.14. Butterfly valves shall be Pratt Groundhog or approved equal.

(b) **MANUAL OPERATORS.** The type of manual operator to be provided with each butterfly valve shall be as shown. Manual operation shall be through totally-enclosed, permanently-lubricated gear reducers. Gear reducers shall have a self-locking worm or spur and rack-type gearing and shall be equipped with handwheel in above grade installations or with a 2-inch square operating nut on the input shaft in below grade installations. Open and close stops shall be provided to limit valve disc travel. Handwheel operators shall be equipped with position indicators. The operators for buried butterfly valves shall be totally-enclosed, have fully-gasketed, sealed and grease-packed operator cases suitable for and expressly designed for installation and operation in a buried location. The minimum torque rating for a buried service operator shall be 8,000 inch-pounds.

#### 9.12 VALVE BOXES

Valve boxes shall be Brooks Product, Inc. 4-TT Series.

#### 9.13 INSTALLATION OF VALVES

All buried valves shall have the operating nuts in a vertical position except as otherwise noted. Valve boxes, where called for, shall be centered over the operating nuts and shall be set plumb. Valves installed deeper than 36-inch shall have a 1-1/4-inch diameter valve stem extension to extend the 2-inch operating nut to within 24-inches of finished surface. The extension shall be pinned or welded to the valves 2-inch operating nut and have 5 1/2-inch outside diameter X 1/4-inch steel centering plates welded to the extension at 5 foot intervals. All steel components shall be galvanized per Section 12.03.

#### 9.14 SHOP APPLIED EPOXY COATINGS

(a) **SURFACE PREPARATION.** All oil and grease shall be removed from the metal, using an oil-free solvent (methyl-ethyl-ketone or trichloroethylene) and clean dry rags. The surface shall be sand- blasted to white metal. In order to obtain maximum adhesion of epoxy coating, the grit used for blasting shall be coarse enough to impart a tooth in the metal equal to 25 percent of the thickness of the coating to be applied. The metal shall be cleaned after sandblasting with clean, dry compressed air.

(b) **POWDER EPOXY.** The epoxy shall be one hundred percent epoxy material and shall be 3M Company's Scotchcoat No. 134 or approved equal.

(c) **PREHEATING.** Areas that are not to be coated shall be masked using 500-degree masking tape, similar to 3M Company's Permacel. The part to be coated shall be placed in an oven and



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preheated to the temperature specified by the epoxy manufacturer. An accurate temperature measuring device such as pyrometer shall be used to determine the substrate temperature.

(d) APPLICATION. The epoxy shall be applied as a powder to the heated metal by one of the following methods:

(1) ELECTROSTATIC METHOD. The powder shall be applied to the heated, grounded metal part which has been electro-statically charged by means of a current of approximately 1-1/2 amperes at approximately 400 volts. After application of the epoxy, the part shall be reheated as specified by the manufacturer to fuse the epoxy. Equipment for applying the epoxy powder shall be the Sames Electrostatic Powder Spray, or approved equal. Particular care shall be given to protection of non-ferrous masked parts. The finished product shall be carefully examined for epoxy interference on working parts.

(2) HEAT FUSION METHOD. The part shall be prepared as outlined above and heated for a sufficient period to drive out all moisture from the metal. Epoxy powder shall be applied using an air spray device designed to exclude moisture from the spray air. The part must be preheated to maintain a surface temperature high enough to cause instant epoxy fusion during the entire application process. After coating, the part shall be reheated as specified by the manufacturer. Particular care shall be taken to protect non-ferrous masked parts. The finished product shall be carefully examined for epoxy interferences on working parts.

(e) THICKNESS OF COATING. The minimum dry coating thickness shall be 8 mils, provided, however, that the thickness of coating in the grooves of valves or fittings designed to receive a rubber gasket shall be approximately 5 mils.

(f) INSPECTION. Coating thickness shall be checked with a nondestructive magnetic type thickness gage. Coating integrity shall be tested with an 87-volt Tinker Razor holiday tester or a spark testing unit operating at approximately 2,000 volts.

(g) FIELD REPAIRS. If small local repairs are necessary they shall be made using 3M Company's Scotchclad 134 field repair kit, or approved equal. The surface must first be cleaned with an oil-free solvent (methyl-ethyl-ketone or trichloroethylene) and clean dry rags.

#### 9.15 BURIED MISCELLANEOUS FERROUS SURFACES

Buried valves and flanged joints, sleeve-type and victaulic coupling and other buried miscellaneous ferrous piping and metal surfaces (excluding any cast iron pipe) shall be thoroughly cleaned and field-coated with two 10 mil coatings of 300-M as manufactured by Kop-Coat or approved equal. The coating shall be applied in strict accordance with the manufacturer's recommendations.

#### 9.16 TESTING AND DISINFECTING - GENERAL

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The Contractor shall furnish all equipment, labor and materials required for testing and disinfecting the piping. Disinfection shall be accomplished by chlorination. Chlorine dosages will be computed by the Engineer, who will furnish the Contractor with detailed instructions for proper application of the chlorine. All chlorinating and testing operations shall be done in the presence of the Engineer. Prior to testing and disinfecting, the pipeline shall be thoroughly flushed.

#### 9.17 TESTING PIPELINES

The Contractor shall test the piping after backfilling operations are completed. The test shall be made by closing valves when available, or by placing a temporary bulkhead in the pipe and filling the lines slowly with water. Care shall be used to see that air is permitted to escape during filling.

After the line has been completely filled, it shall be allowed to stand under slight pressure for a sufficient length of time to allow the mortar lining to absorb what it will and to allow the escape from any air pockets, but not for less than 2 hours. During this period, bulk-heads, valves and connections shall be examined for leaks. If any are found, these shall be stopped or in case of leakage through valves in the main line or through bulkheads, provision shall be made for measuring such leakage during the test. The test shall consist of holding the test pressure on each section of the line for a period of 4 hours. The test pressure at the lowest point in the line shall be 150 psi. The water necessary to maintain this pressure shall be measured through a meter or by other means satisfactory to the Engineer. The leakage shall be considered

the amount of the water entering the pipeline during the test, less the measured leakage through valves and bulkheads. The leakage shall not exceed 0.25 gallons per inch of diameter per 1000 lineal feet per 4 hours. Any noticeable leaks shall be replaced with new pipe or equipment until the leakage is reduced to permissible limits.

#### 9.18 DISINFECTING THE PIPELINES

(a) Chlorination shall be by means of a chlorine-water mixture applied by means of a solution-fed chlorination device. The chlorine dosage entering the pipeline shall be at least 50 mg/L. Chlorinated water shall be retained in the pipeline long enough to destroy all nonspore-forming bacteria and, in any event for at least 24 hours. After the chlorinated water has been retained for the required time, the chlorine residual in the line shall be at least 20 mg/L. If less than 20 mg/L is indicated the line shall be flushed and the sterilization shall be repeated until a test has indicated a residual of 20 mg/L of chlorine. All valves shall be operated while the lines are filled with the heavily chlorinated water, except where valves are used as bulkheads against the existing water system.

(b) After the specified retention period, the heavily chlorinated water shall be flushed from the main until the chlorine concentration in the water leaving the main is no higher than that generally prevailing in the system. A chlorine residual determination shall be made to ascertain that the heavily chlorinated water has been removed from the main.

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(c) Existing water mains that have been shut down and cut into for connections or installation of tees and valves shall be sterilized to the satisfaction of the Engineer or his duly authorized representatives. The water main and all existing services shall be flushed out until the chlorine residual is not greater than 1.5 mg/L prior to placing back in service.

(d) The District will collect water samples for analysis prior to placing the new facilities in service. Should any sample fail to meet the requirements of the State Health Department, the chlorination procedures shall be repeated. The Contractor will be responsible for the cost of additional water analysis.

#### 9.19 COMPACTION TESTS

Tests to determine compaction shall be made by a representative of the District at the expense of the District, except that all tests which fail to meet the requirements of these specifications shall be paid for by the Contractor. Maximum density shall be determined in accordance with ASTM D1557 method, modified to use three layers. Field density tests shall be performed in accordance with the test procedure specified in ASTM D1556.

\*\*\*END OF SECTION 9\*\*\*

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MISCELLANEOUS METALWORK

10.01 GENERAL

The Contractor shall furnish, fabricate, and install all miscellaneous metalwork required by these Specifications and the accompanying drawings. Miscellaneous metalwork, as used herein, is defined as all items required to be fabricated from structural steel shaped, plates, bars and their products. Except for miscellaneous metalwork items manufactured of stainless steel, all structural steel shapes, plates, bars and their products shall conform to the "Specifications for Structural Steel" (ASTM A36) or the "Specifications for Low and Intermediate Tensile Strength Carbon Steel Plates of Structural Quality" (ASTM A283), (Grade B or C). All miscellaneous items shall be galvanized after fabrication. Shop drawings of all miscellaneous metalwork shall be furnished. Fabrication shall not be commenced prior to approval of shop drawings.

10.02 BOLTS

The Contractor shall furnish and set all bolts and anchor bolts. All bolts and anchor shall be low-carbon steel, galvanized after fabrication or they shall be stainless steel. Steel for bolts shall meet the requirements of the "Specifications for Carbon Steel Externally and Internally Threaded Standard Fasteners", Grade B (ASTM A307). Steel for anchor bolts shall meet the requirements of "Specifications for Steel Structural Rivets", (ASTM A502) with the following exceptions and additions: (1) the nut material shall be free cutting steel and (2) the nuts shall be capable of developing the full strength of the anchor bolts. Threads shall be Coarse Thread Series conforming to the requirements of the American Standard for Screw Threads. All bolts shall have the hexagon heads and nuts shall be Heavy Hexagon Series.

10.03 GALVANIZING

All structural steel plates, shapes, bars and fabricated assemblies required to be galvanized shall, after the steel has been thoroughly cleaned of rust and scale, be galvanized in accordance with the "Specifications for Zinc (Hot-Galvanized) Coatings on Products Fabricated from Rolled, Pressed and Forged Steel Shapes, plates, Bar and Strips" (ASTM A123). Any galvanized part that becomes warped during the galvanizing operation shall be straightened. Bolts, anchor bolts, and similar threaded fasteners, after being properly cleaned shall be galvanized in accordance with the "Specifications for Zinc Coating (Hot Dip) on Iron and Steel Hardware" (ASTM A153).

\*\*\*END OF SECTION 10\*\*\*

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STRUCTURAL CONCRETE

11.1 GENERAL

The Contractor shall furnish all materials for concrete and shall form, mix, place, cure, repair, finish, and do all other work incidental to the construction of all Portland cement concrete.

11.2 PROPORTIONING

Portland cement concrete shall be composed of Portland cement Type II, conforming to the "Specification for Portland Cement" (ASTM C150), aggregates and water. The compressive strength of concrete shall be not less than 4,000 psi at 28 days except that concrete used for thrust blocks shall be not less than 2,000 psi at 28 days.

11.3 AGGREGATES

Aggregates shall be obtained from pits in the San Gabriel Valley and shall be washed. The proportioning of fine and course aggregates shall be such that the mix can be worked into place and shall produce a dense homogenous mass.

11.4 WATER

The water for concrete shall be clean and free from objectionable quantities of organic matter, alkali, salts, and other impurities. The quantity of water used shall be just enough to produce a workable mix that can be deposited in the forms and finished. Excessive water to aid in working the concrete will not be allowed.

11.5 CARE AND REPAIR OF CONCRETE

The contractor shall protect all concrete against injury or damage from excessive heat, lack of moisture, overstress, or any other cause until final acceptance by the University. Particular care shall be taken to prevent the drying of concrete and to avoid roughening or otherwise damaging the surfaces. Any concrete found to be damaged, or which may have been originally defective, or which becomes defective at any time prior to the final acceptance of the completed work. Or which for any other reason does not conform to the specifications, shall be satisfactorily repaired or removed and replaced with acceptable concrete at the Contractor's expense.

11.6 FINISH OF CONCRETE SURFACES

All finished or formed surfaces shall conform accurately to the shape, alignment, grades, and sections as shown on the plans or as prescribed by the Engineer. Surfaces shall be free from fins, bulges, ridges, offsets, honeycombing, or roughness of any kind, and shall present a finished, smooth continuous hard surface.

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PRECAST CONCRETE VAULTS

12.01 GENERAL

1. Precast vaults shall be installed as shown on the Drawings and shall be sized as dimensioned on the Drawings. Locations and number of pipe penetrations and dimensions of penetrations shall be as shown on the Drawings.
2. Contractor shall submit detail plans for the vaults and structural calculations stamped and signed by a registered civil or structural engineer licensed in the State of California for review by the Engineer.
3. Vaults:
4. Precast concrete vaults shall be furnished in one or more sections with a solid concrete slab bases.
5. Sectional precast concrete structures shall be sealed with polyurethane sealant.
6. Precast concrete vaults shall be steel reinforced where required.
  - (1) Grates shall be installed as shown on the drawings.

\*\*\*END OF SECTION 12\*\*\*

THREE VALLEYS MUNICIPAL WATER DISTRICT  
LIVE OAK SPREADING GROUNDS  
IMPORTED WATER CONNECTION  
TECHNICAL SPECIFICATIONS

**PAINTING AND PROTECTIVE COATINGS**

**13.01 GENERAL**

- (a) The Contractor shall furnish all labor, material and equipment necessary to complete the painting as specified or required. Equipment shall include brushes, spray guns, drop cloths, scraping and sanding equipment, masking material, ladders and any scaffolding that may be required.
- (b) Spray painting shall be conducted under controlled conditions and the Contractor shall be fully responsible for any damage occurring from spray painting.
- (c) Each coat of paint shall be of the proper consistency and shall be well brushed, rolled or sprayed to obtain a uniform and evenly applied finish. Work shall be free from "runs", "bridges", "shiners" or other imperfections due to faulty intervals. Paint shall not be applied in extreme heat nor in dust or smoke-laden air nor in damp or humid weather. Unless otherwise specified, each coat shall have a minimum drying time of 48 hours before the next coat is applied.
- (d) Only good clean brushes and equipment shall be used.

**13.02 FERROUS SURFACES NOT BURIED**

- (a) **SURFACE PREPARATION.** Deposits of dirt, grease, tar and oil shall be removed and all sharp edges and weld splatter shall be ground smooth. The surface to be painted shall be prepared in accordance with SSPC-SP-3 (Power Tool Cleaning) or SSPC-SP-2 (Hand Tool Cleaning) to remove all rust, mill scale, paint or other foreign matter. All dust shall be removed from the surface by brush or industrial vacuum.

Galvanized metal surfaces shall be cleaned of all foreign matter and treated with an Engard barrier primer or approved equal then coated in accordance with this Section.

- (b) **PRIME COATING.** The prime coating shall be applied immediately after the surface has been prepared. The surface shall receive one coat of Kop-Coat 340 (2 mils) or approved equal. The primer shall dry for a minimum time of 24 hours in dry weather before the finish coating is applied.
- (c) **FINISH COATING.** The primed surface shall receive two finish coats of Kop-Coat 200 (5 mils each) or approved equal. The color of the finish coat shall be selected by the Engineer.

**13.03 BURIED MISCELLANEOUS FERROUS SURFACES**

Buried valves and flanged joints, sleeve-type and victaulic couplings and other buried miscellaneous ferrous piping and metal surfaces (excluding any cast iron pipe) shall be thoroughly cleaned and field-coated with two 10 mil coatings of 300-M as manufactured by Kop-Coat, or approved equal. The coating shall be applied in strict accordance with the



THREE VALLEYS MUNICIPAL WATER DISTRICT  
LIVE OAK SPREADING GROUNDS  
IMPORTED WATER CONNECTION  
TECHNICAL SPECIFICATIONS

manufacturer's recommendations.

\*\*\*END OF SECTION 13\*\*\*

THREE VALLEYS MUNICIPAL WATER DISTRICT  
LIVE OAK SPREADING GROUNDS  
IMPORTED WATER CONNECTION  
SPECIAL PROVISIONS

7.01 THE REQUIREMENTS

- (a) It is required that there be furnished in accordance with these Specifications, the accompanying Drawings, the requirements of all plant, labor, equipment, shoring, bracing, sheeting, cribbing, falsework, pumping, apparatus, drainage and materials of every description as required or necessary to excavate, backfill, grade, construct, lay, erect, install, test, disinfect, clean-up and leave in an operable and acceptable condition all of the work.
- (b) The work consists of the construction of approximately 80 linear feet of 24-inch cml & c steel pipeline, 25 linear feet of 14-inch cml & c steel pipeline, Concrete Vault with Electromagnetic Flow Meter and 14-inch Sleeve Valve, Concrete Stilling Basin/Dissipating Structure and all appurtenant fittings and valves as shown on the plans.

7.02 BEGINNING AND COMPLETION OF WORK

The work shall be commenced within 5 calendar days after the date set forth in the "Notice to Proceed" to begin work. All work shall be completed within 90 working days after said date.

7.03 LIQUIDATED DAMAGES

The District and Contractor agree that it would be impracticable or extremely difficult to fix actual damages in case of Contractors delay in completion of work beyond the time agreed upon, therefore, District and Contractor agree that Contractor shall pay to District as fixed, agreed and liquidated damages the amount of \$500 for each calendar day's delay in completion of work beyond the time agreed upon, and agrees that said liquidated damages is a reasonable estimate of the damages to be sustained by the District.

7.04 STANDARD SPECIFICATIONS

The work shall be in accordance with these Specifications and the "Standard Specifications for Public Works Construction", latest Edition, published by Building News, Inc., 3055 Overland Avenue, Los Angeles, California, 90034, and are referred to elsewhere in these Specifications as Standard Specifications or SSPWC.

A copy of the "SSPWC" is on file in the District office and are open to public inspection during regular business hours.

THREE VALLEYS MUNICIPAL WATER DISTRICT  
LIVE OAK SPREADING GROUNDS  
IMPORTED WATER CONNECTION  
SPECIAL PROVISIONS

7.05 WATER AND POWER

(a) The Southern California Water Company will supply the Contractor with all water required during the construction. Upon the Contractor making a deposit of \$1,000 for each meter, the Water Company will cause a meter to be installed on a fire hydrant near as possible to the site of the work. The Contractor shall provide facilities for conveying the water from the meter to the point of use.

(b) Charge for the temporary service will be made at Southern California Water Company's Standard Rates.

(c) The Contractor shall provide electric power as required for operations under the Contract. The Contractor shall pay for the meter installation and for all power used.

7.06 TRENCH EXCAVATION

The Contractor, prior to excavating any trench five feet or more in depth shall submit to the Engineer a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such plan varies from the shoring system standards established by the CAL OSHA, the plans shall be prepared by a Registered Civil or Structural Engineer.

7.07 PERMITS AND LICENSES

A business license is required for Contractors and Subcontractors in the City of Claremont. A Caltrans permit for this work will be obtained by Three Valleys Municipal Water District. The fee for the permit will be paid by Three Valleys Municipal Water District. The Contractor will be required to comply with the Caltrans permit conditions.

7.08 LINES, GRADES AND MEASUREMENTS

(a) The Engineer will set points establishing alignment and grade stakes for all pipelines and for the vault locations. All other lines and grades required for proper execution of the work shall be furnished by the Contractor who will be held responsible for constructing the work to the lines and grades shown on the Drawings.

(b) The Contractor shall preserve all bench marks, monuments, survey marks, and stakes and, in case of their removal or destruction by his employees or subcontractors, the Contractor shall be liable for the cost of their replacement.

7.09 GUARANTEE

THREE VALLEYS MUNICIPAL WATER DISTRICT  
LIVE OAK SPREADING GROUNDS  
IMPORTED WATER CONNECTION  
SPECIAL PROVISIONS

The Contractor hereby guarantees for a one-year period that the entire work constructed by him under this contract will meet fully the requirements thereof as to quality of workmanship and of materials furnished by him.

7.10 RESTORATION OF EXISTING FACILITIES

(a) **ROADS AND STREETS.** All roads and streets in which the surface is removed, broken or damaged, or in which the ground has caved or settled due to work under this Contract, shall be completely resurfaced and brought to the original grade and crown section unless otherwise indicated. Before resurfacing material is placed, edges of pavements shall be trimmed back far enough to provide clean, solid, vertical faces, and shall be free of any loose material. Paving shall be one-inch thicker than adjoining pavement and shall conform to the requirements of these Specifications. Roadways used by the Contractor for hauling materials, equipment, supplies, etc., shall be cleaned and repaired if the condition of the roadway is damaged or otherwise affected due to the Contractor's operations.

(b) **CULTIVATED AREAS AND OTHER SURFACE IMPROVEMENTS.** All cultivated areas, either agricultural or landscaping, and other surface improvements which are damaged by actions of the Contractor shall be restored as nearly as possible to their original conditions.

(c) **EXISTING STAKES AND MARKS.** All section, section subdivision, plat, U.S.E.D., U.S.C. & G.S., U.S.G.S. and any other official monuments or bench marks shall be carefully preserved or replaced. In the event any such monument or marker is disturbed as a result of the Contractor's operations, the Contractor shall replace or reset such monument or marker in a manner satisfactory to the Engineer. Replaced or reset monuments shall be of acceptable type and quality and shall be located so as to clear existing utilities or any other interferences. They shall be placed in a manner consistent with good and recognized engineering and surveying practice.

7.11 CONTRACT DRAWINGS

The Contract Drawings applicable to the work to be performed under this Contract are bound herein or attached hereto.

THREE VALLEYS MUNICIPAL WATER DISTRICT  
LIVE OAK SPREADING GROUNDS  
IMPORTED WATER CONNECTION  
SPECIAL PROVISIONS

7.12 INSPECTION

The District shall provide inspection for an 8-hour day and 40- hour week for normal working days. The Contractor shall reimburse the District at rates established by the District for inspection in excess of the foregoing, including legal holidays.

7.13 HOURS OF WORK

The permissible hours of work for this project shall be 7:00 AM to 5:00 PM Monday through Friday. Any deviation from these hours must be requested in writing to the District.

7.14 PUBLIC CONVENIENCE, SAFETY AND TRAFFIC CONTROL

Public access and safety shall be maintained in accordance with Section 7-10 of the "Standard Specifications for Public Works Construction," latest Edition and the following provisions:

The Contractor shall provide, throughout the period of construction, all signs, lights, flags and other devices which may be deemed necessary for safe and orderly conduct of pedestrian or vehicular traffic as directed by the Engineer. All traffic devices shall conform to the "Manual of Warning Signs, Lights, and Devices, for Use in Performance of Work Upon Highways," issued by the Department of Transportation, State of California. All barricades used as warning and guiding devices shall bear the name of the Contractor in legible letters. Full compensation for furnishing signs, lights, flags, and other devices and for furnishing flagmen shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed therefor.

7.15 COORDINATION OF CONSTRUCTION

The Contractor shall coordinate construction as required by the Engineer with other adjacent utility and building projects, and provide adequate access to adjoining properties at all times. The Contractor shall provide for this in his bid and therefor shall have no claims for damages or extra compensation in the event his work is delayed by the work performed by others.

Baseline Road is under the jurisdiction of Caltrans. All work performed in Caltrans right of way will be inspected and approved by Caltrans. It shall be the Contractor's obligation to coordinate with and notify Caltrans of his activities.

THREE VALLEYS MUNICIPAL WATER DISTRICT  
LIVE OAK SPREADING GROUNDS  
IMPORTED WATER CONNECTION  
SPECIAL PROVISIONS

7.16 INSURANCE

In accordance with General Conditions Section 6.18, the Contractor shall maintain public and vehicle liability and property damage insurance in the amounts specified.

7.17 WATER SYSTEM SHUT DOWN

The Contractor shall schedule a water system shut down with Three Valleys Municipal Water District at least 72 hours in advance. The maximum shut down period shall be six (6) hours. The Contractor shall pressure test and disinfect all new facilities prior to making a tie-in. Shut down of the system may not occur on any Fridays.

7.18 ORDER OF WORK

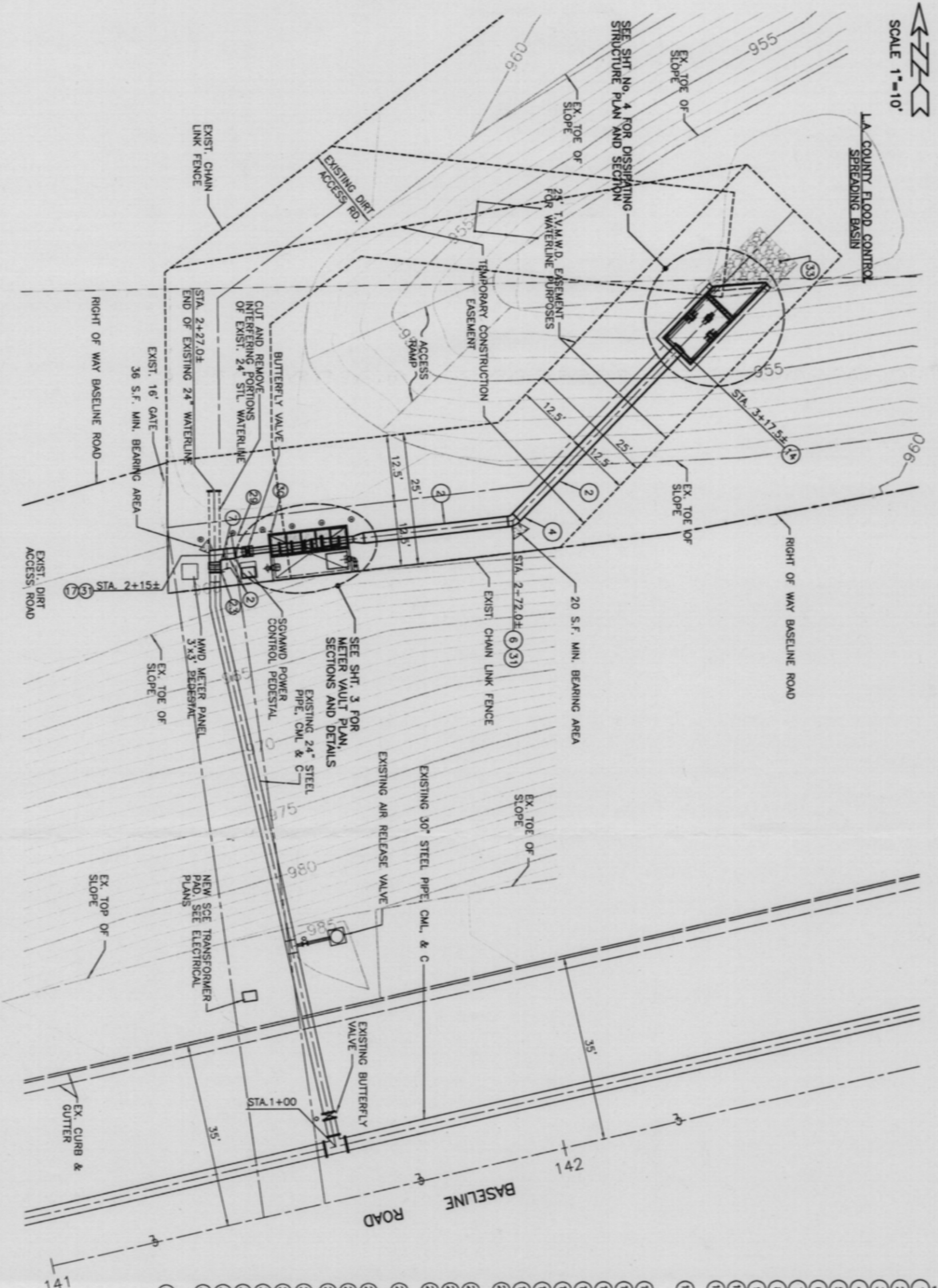
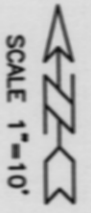
The scope of work includes the flow meter and control valve and vault, energy dissipator/stilling basin pipeline and electrical and control work as detailed on the plans.

\*\*END OF SECTION 7\*\*

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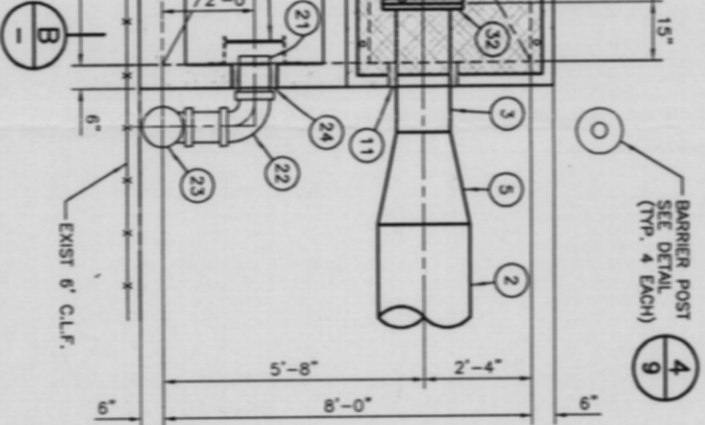


### CONSTRUCTION NOTES

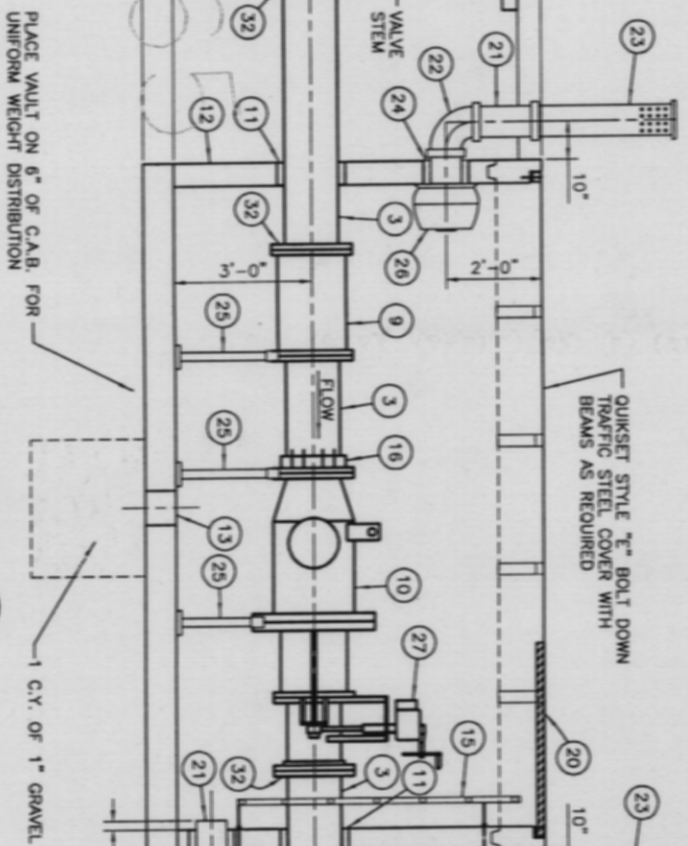
- 1 36"-1/4" WALL STEEL PIPE, CML & C, PE/PE
- 2 24"-1/4" WALL STEEL PIPE, CML & C, PE/PE
- 3 14"-1/4" WALL STEEL PIPE, CML & C, PE/PE
- 4 36"x24" STANDARD STEEL REDUCER, CML & C, PE/PE
- 5 24"x14" STANDARD STEEL REDUCER, CML & C, PE/PE
- 6 24"-45" STANDARD STEEL BEND, CML & C, PE/PE
- 7 24" BUTT-STRAPE W/5" HANDHOLE
- 8 24"-20" STEEL BEND, CML & C, PE/PE
- 9 14" ELECTROMAGNETIC FLOW METER, KROHNE AQUAFLEX F.
- 10 14" SLEEVE VALVE, BAILEY MODEL 810.
- 11 NON-SHRINK WATER TIGHT CAULKING SEAL WITH ANNULAR OPENING W/GROUT
- 12 ASSOCIATED QUIKSET 16"-0"x8"-0" VAULT SERIES 950 WITH QUIKSET STYLE "E" BOLT DOWN TRAFFIC COVER WITH BEAMS AS REQUIRED
- 13 8" DIA. SUMP HOLE, WITH ALUMINUM FOUNDRY SUMP GRATE
- 14 24" DRAINAGE GATE, WATERMAN MODEL F-25, O.A.E.
- 15 7" ALUMINUM FOUNDRY A-3400 OR A-3885 LADDER, O.A.E.
- 16 14" FLANGED TRANSITION COUPLING ADAPTER
- 17 24"-84" STEEL BEND, CML & C, PE/PE (POTHOLE TO VERIFY ANGLE)
- 18 NOT USED
- 19 14" BUTTERFLY VALVE, FEAFE W/VALVE CAN ASSEMBLY
- 20 ASSOCIATED QUIKSET 3"x4" TORSION HINGED SINGLE LEAF COVER ASSEMBLY SERIES "L", O.A.E.
- 21 8" P.V.C. PIPE
- 22 8"-90" P.V.C.-~~ED~~BLOW
- 23 8" AIR VENT STACK PER ARMORCAST PRODUCTS MODE No. UBSRPP, O.A.E.
- 24 12" DIA. x 6" WALL SLEEVE WITH WATER STOP NON-SHRINK WATER TIGHT CAULKING, SEAL ANNULAR OPENING W/GROUT.
- 25 ADJUSTABLE PIPE SUPPORT
- 26 12" WALL MOUNTED VENTILATION FAN, COOK MODEL ACW-D-70, O.A.E.
- 27 ALUMA MULTI TURN ELECTRIC ACTUATOR, MODULATING DUTY WITH INTEGRAL MOTOR CONTROLS AND LOCAL CONTROL SYSTEM.
- 28 1-1/2" HALF COUPLING, -1-1/2"x1" NYLON BUSHING AND 1" CORP. STOP
- 29 1" TYPE "K" COPPER PIPE
- 30 QUICK CONNECT WITH SIGN "NON POTABLE WATER"
- 31 THRUST BLOCK PER L.A.C.W.D. STD. DWG. W-21
- 32 12" SLIP-ON WELDING FLANGE
- 33 D 50 RIPRAP,  
GRADATION 1=50# (10") = 50-100% D50 MIN. SIZE  
GRADATION 2=100# (12") = 95-100% D100 MAX. SIZE
- 34 REMOTE METER HEAD / TRANSMITTER UNIT

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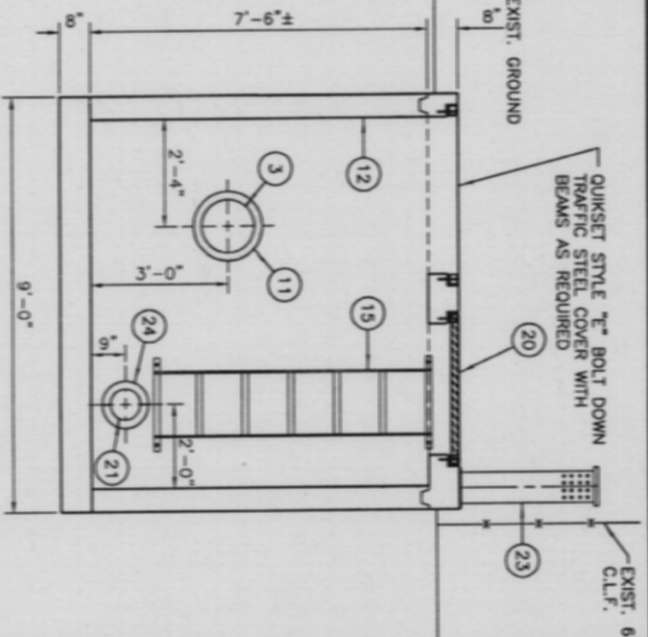




SCALE: 1/2"=1'-0"



SECTION A  
SCALE: 1/2"=1'-0"



SECTION B  
SCALE: 1/2"=1'-0"

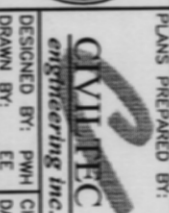
- | CONSTRUCTION NOTES |  |
|--------------------|--|
| 1                  | 36"-1/4" WALL STEEL PIPE, CML & C, PE/PE   |
| 2                  | 24"-1/4" WALL STEEL PIPE, CML & C, PE/PE   |
| 3                  | 14"-1/4" WALL STEEL PIPE, CML & C, PE/PE   |
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| 6                  | 24"-45° STANDARD STEEL BEND, CML & C, PE/PE  |
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| 11                 | NON-SHRINK WATER TIGHT CAULKING SEAL WITH ANNULAR OPENING W/GROUT  |
| 12                 | ASSOCIATED QUIKSET 16"-0"x8"-0" VAULT SERIES 950 WITH QUIKSET STYLE "E" BOLT DOWN TRAFFIC COVER WITH BEAMS AS REQUIRED |
| 13                 | 8" DIA. SUMP HOLE, WITH ALUMINUM FOUNDRY SUMP GRATE  |
| 14                 | 24" DRAINAGE GATE, WATERMAN MODEL F-25, O.A.E.   |
| 15                 | 7" ALUMINUM FOUNDRY A-3400 OR A-3885 LADDER, O.A.E.  |
| 16                 | 14" FLANGED TRANSITION COUPLING ADAPTER  |
| 17                 | 24"-84° STEEL BEND, CML & C, PE/PE (POTHOLE TO VERIFY ANGLE)   |
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| 21                 | 8" P.V.C. PIPE   |
| 22                 | 8"-90° P.V.C. ELBOW  |
| 23                 | 8" AIR VENT STACK PER ARMORCAST PRODUCTS<br>MODE NO. UBSRPM, O.A.E.  |
| 24                 | 12" DIA. x 6" WALL SLEEVE WITH WATER STOP NON-SHRINK WATER TIGHT CAULKING, SEAL ANNULAR OPENING W/GROUT.               |
| 25                 | ADJUSTABLE PIPE SUPPORT  |
| 26                 | 12" WALL MOUNTED VENTILATION FAN, COOK MODEL ACW-D-70, O.A.E.  |
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| 29                 | 1" TYPE "K" COPPER PIPE  |
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| 31                 | THRUST BLOCK PER L.A.C.W.D. STD. DWG. W-21   |
| 32                 | 12" SLIP-ON WELDING FLANGE   |
| 33                 | D 50 RIRRAP:<br>GRADUATION 1=50# (10") = 50--100% D50 MIN. SIZE<br>GRADUATION 2=100# (12") = 95--100% D100 MAX. SIZE   |
| 34                 | REMOTE METER HEAD / TRANSMITTER UNIT   |

APPROVED T.V.M.W.D.:

GENERAL MANAGER

DATE \_\_\_\_\_

ENGR	DATE	APPD	DATE



Civil and Environmental

Engineering, Planning and  
Construction Management  
118 West Line Avenue  
Monrovia, Ca. 91016  
Phone: (626) 357-0588  
Fax: (626) 303-7957

### THREE VALLEYS MUNICIPAL WATER DISTRICT

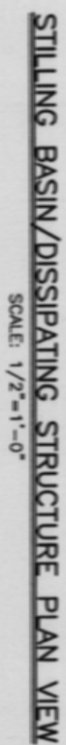
LIVE OAK SPREADING GROUNDS CONNECTION

PROJECT NO. 99129

METER VAULT PLAN VIEW  
SECTIONS AND DETAILS

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PROJECT NO.	99129
DRAWING NO.	4 OF 10

1-800-422-4133  
DIGALERT

PLAY IT SAFE.  
DIAL BEFORE  
YOU DIG!




AT LEAST TWO  
WORKING DAYS  
PRIOR TO EXCAVATING

REV

DESCRIPTION

ENGR	DATE	APPD	DATE
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PLANS PREPARED BY:  CIVILTEC  
DESIGNED BY: PWH  
DRAWN BY: EE

Civil and Environmental Engineering, Planning and Construction Management 118 West Line Avenue Monrovia, Ca. 91016 Phone: (626) 357-0588 Fax: (626) 303-7957	CHECKED BY: ISC DATE: 3/07
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SCALE AS SHOWN	FILE NO.
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LIVE OAK SPREADING GROUNDS CONNECTION

STILLING BASIN/DISSIPATING STRUCTURE

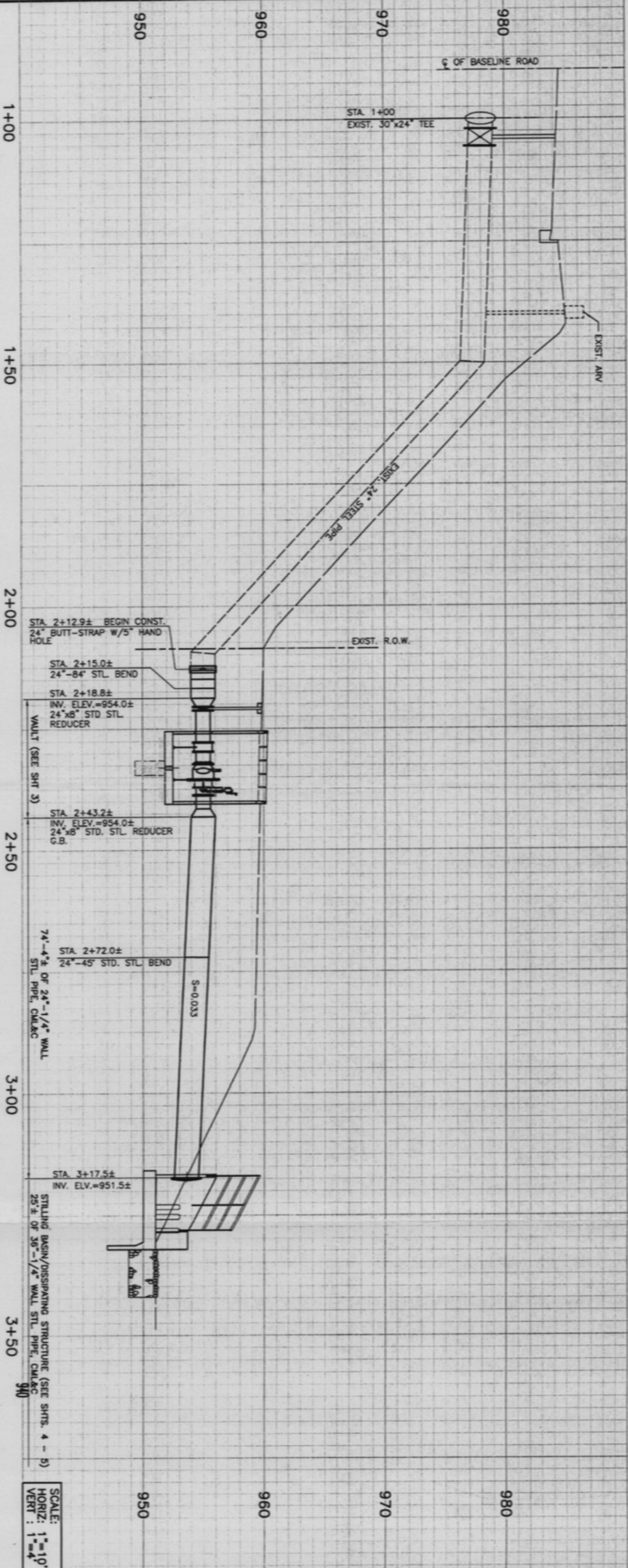
PLAN VIEW AND SECTION

PROJECT NO.	99129
DRAWING NO.	4 OF 10









SCALE:  
HORIZ: 1"=10'  
VERT: 1"=4'

APPROVED T.Y.M.W.D.:  GENERAL MANAGER _____ DATE _____		1-800-422-4133 <b>DIGALERT</b> UNDERGROUND SERVICE ALERT AT LEAST TWO WEEKS PRIOR TO EXCAVATING PLAY IT SAFE CALL BEFORE YOU DIG		REV. _____ DESCRIPTION _____ ENGR/DRAWN/APP'D DATE _____				PLANS PREPARED BY: <b>CIVILTEC engineering inc.</b> DESIGNED BY: PMH CHECKED BY: RNJ DATE: 3/07 SCALE: AS SHOWN FILE NO. _____		CIVIL AND ENVIRONMENTAL ENGINEERING, PLANNING AND CONSTRUCTION MANAGEMENT 118 West Line Avenue Menlo Park, CA 94025 Phone: (650) 357-0588 Fax: (650) 357-7957		THREE VALLEYS MUNICIPAL WATER DISTRICT 1021 MIRAMAR AVENUE CLAREMONT, CA 91711 (909) 621-5566		LIVE OAK SPREADING GROUNDS CONNECTION  PIPING AND DISSIPATING STRUCTURE PROFILE		PROJECT NO. 99129 DRAWING NO. 6 OF 10	
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## SYMBOLS

19. IDENTIFICATIONS: COMPLETE IDENTIFICATION OF PROJECT ELECTRICAL COMPONENTS IS REQUIRED. IDENTIFY ALL EQUIPMENT, PANELS, DISCONNECTS, CONTROL RUNS, CONTROL DEVICES, ETC., WITH THE NOMENCLATURE REQUIRED, USING PLASTIC LAMINATE NAMEPLATE. STENCILLED DESIGNATIONS FOR CONDUIT RUNS ON 25' CENTERS AND ON BOTH SIDES OF WALL AND FLOOR PENETRATIONS. INDICATE CIRCUIT DESIGNATION AND NUMBER ON ALL CONDUCTORS WITH PREMARKED, SELF-ADHESIVE, WRAPAROUND CLOTH WIRE MARKERS IN EVERY ACCESSIBLE ENCLOSURES INCLUDING EVERY OUTLET BOX OR JUNCTION BOX. CONSULT THE ENGINEER FOR COLOR REQUIREMENTS FOR THE NAMEPLATES, STENCILS, TAGS, AND LETTERING. INSTALL TYPEWRITTEN DIRECTORIES OF ALL CIRCUITS REFLECTING ALL CHANGES, ON INSIDE OF EACH PANEL.
20. PROVIDE MATERIALS AS NECESSARY FOR MOUNTING ALL THE EQUIPMENT AND COMPONENTS.
21. RECORD DRAWINGS: THE CONTRACTOR SHALL PROVIDE AND KEEP UP-TO-DATE A COMPLETE "AS-BUILT" RECORD SET OF BLUEPRINT WHICH SHALL SHOW EVERY CHANGE FROM THE ORIGINAL DRAWINGS AND THE EXACT "AS-BUILT" LOCATIONS AND SIZES OF THIS TRADE. UPON COMPLETION OF THE WORK, THIS SET OF PRINTS SHALL BE DELIVERED TO THE OWNER.
22. PRELIMINARY OPERATION: THE OWNER RESERVES THE RIGHT TO OPERATE PORTIONS OF THE ELECTRICAL SYSTEM ON A PRELIMINARY BASIS WITHOUT VOIDING THE GUARANTEE OR RELIEVING THE CONTRACTOR OF HIS RESPONSIBILITIES.
23. OPERATIONAL TESTS: UPON COMPLETION OF ALL THE INSTALLATION, THE CONTRACTOR SHALL CONDUCT AN OPERATING TEST TO ADJUST AND TEST ALL CIRCUITS, AND ANY OTHER ELECTRICAL ITEMS TO INSURE ALL THE ELECTRICAL SYSTEMS ARE IN A SATISFACTORY OPERATING CONDITION. ITEMS IN NEED OF CORRECTIONS OR DISCOVERED DEFECTS DURING SUCH TESTING, SHALL BE IMMEDIATELY REPAIRED THEN SHALL BE RETESTED. ALL SUCH REPAIRS OR REPLACEMENTS SHALL BE DONE AT NO COST TO THE OWNER.
24. COORDINATE WITH SCE FOR THE NEW CONSTRUCTION.

•

DIAGRAM

MOTOR, 1 HORSE POWER.

FIELD WIRING (BY CONTRACTOR OR RESPONSIBLE VENDOR)

INTERNAL PANEL WIRING (BY CONTRACTOR OR RESPONSIBLE VENDOR)

SPACE

PILOT LIGHT, LED TYPE, NEMA 4, OIL TIGHT, PUSH-TO-TEST.

GROUNDING

CONTROL RELAY WITH RELAY SOCKET

NORMALLY OPEN CONTACT

NORMALLY CLOSED CONTACT

LIMIT SWITCH-NORMALLY CLOSED

LIMIT SWITCH-NORMALLY OPENED

CIRCUIT BREAKER

PUSH BOTTON-NORMALLY OPENED

## GENERAL MANAGER

PLAY IT SAFE.  
DIAL BEFORE  
YOU DIG!

AT LEAST TWO  
WORKING DAYS  
PRIOR TO EXCAVATING

DESCRIPTION

ENGR	DATE	APPD	DATE
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BY:

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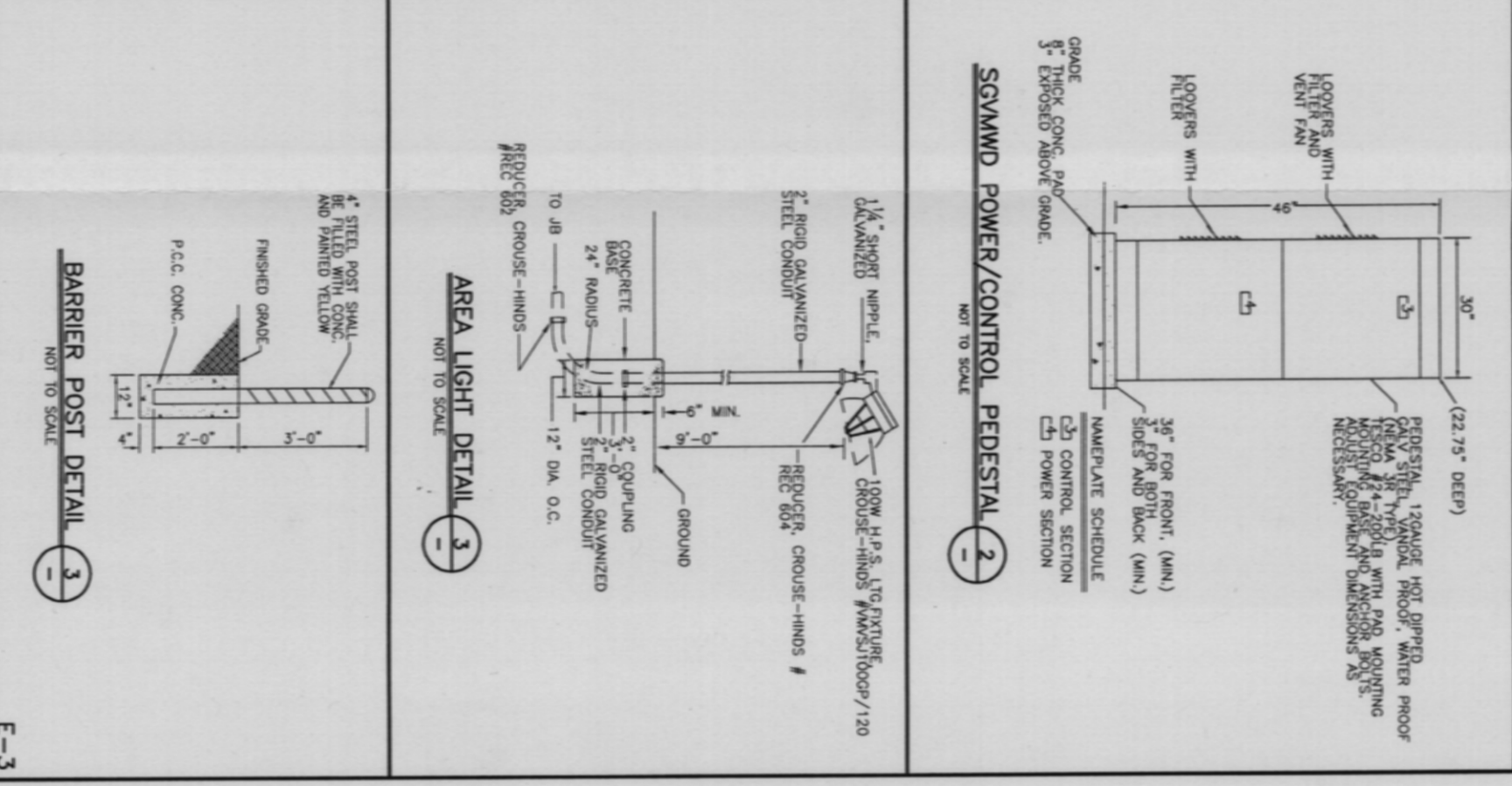
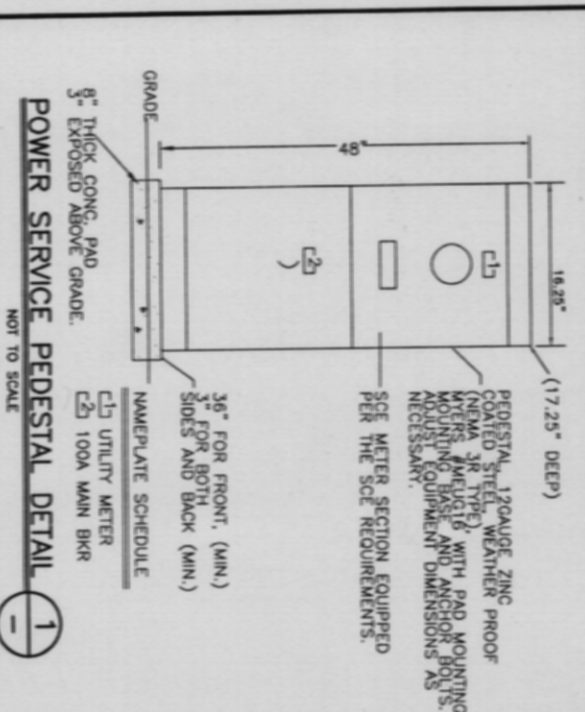
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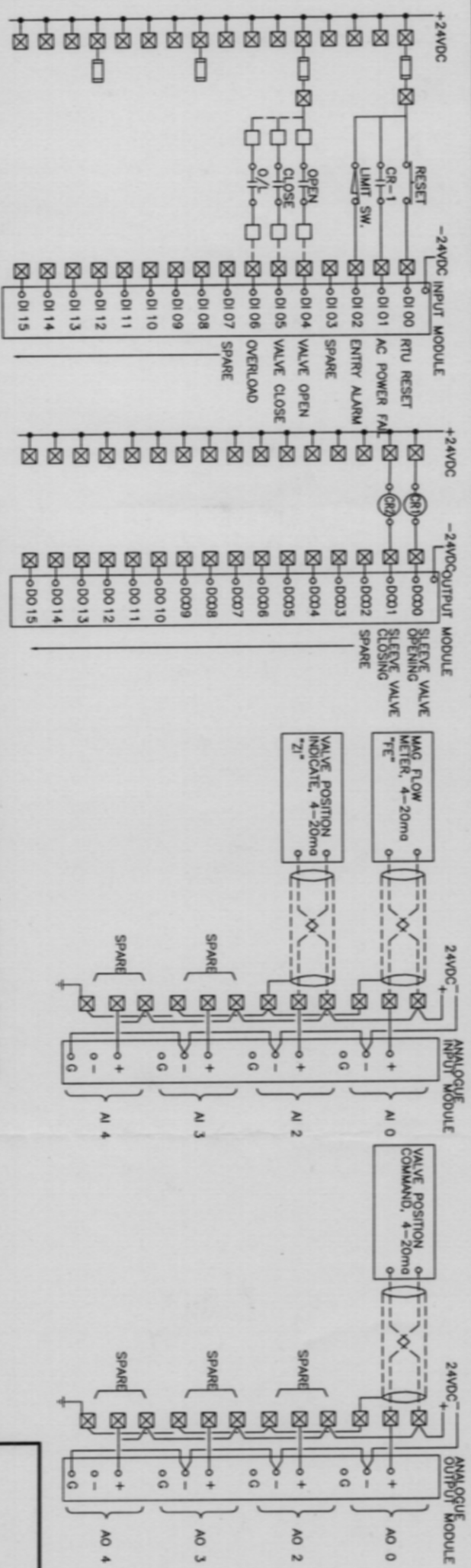






PROJECT NO.		99129	
DRAWING NO.		9 OF 10	
ELECTRICAL PLANS AND DETAILS			
LIVE OAK SPREADING GROUNDS CONNECTION			
THREE VALLEYS MUNICIPAL WATER DISTRICT 1021 MIRAMAR AVENUE CLARKSBURG, CA 91711 (909) 621-3566		SCALE AS SHOWN FILE NO.	
DESIGNED BY: CML DRAWN BY: CML CHECKED BY: CML DATE: 3/07		TEL. (909) 621-1191 FAX (909) 624-3797 <b>CALPOWER</b> <i>Engineering, Inc</i> Electrical Engineering	
APPROVED	T.V.M.W.D.:		
GENERAL MANAGER	DATE		
1-800-422-4133 <b>DIGALERT</b> UNDERGROUND SERVICE ALERT AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATING PLAY IT SAFE DIAL BEFORE YOU DIG			
REV	DESCRIPTION	ENG/DATE	APPD/DATE





CONTRACTOR SHALL CONSULT THE OWNER FOR ADDITIONAL I/O OTHER THAN THE SHOWN ON THIS SCHEMATIC.

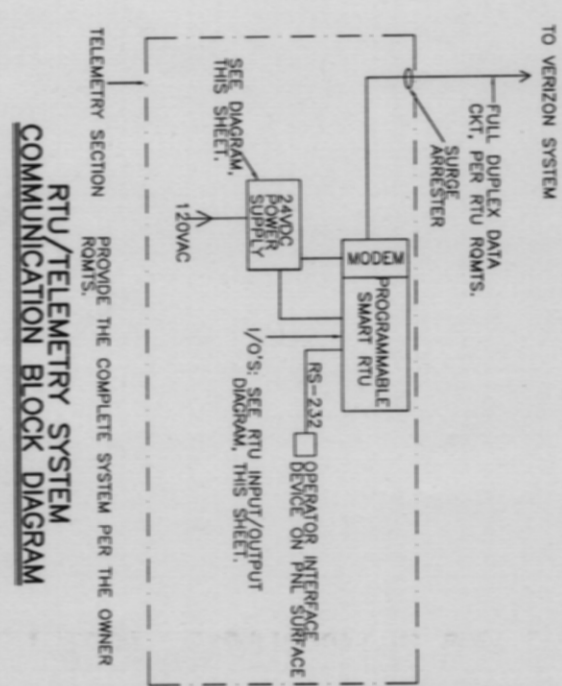
RTU INPUT/OUTPUT DIAGRAM

NOTES FOR RTU/COMMUNICATION SYSTEM

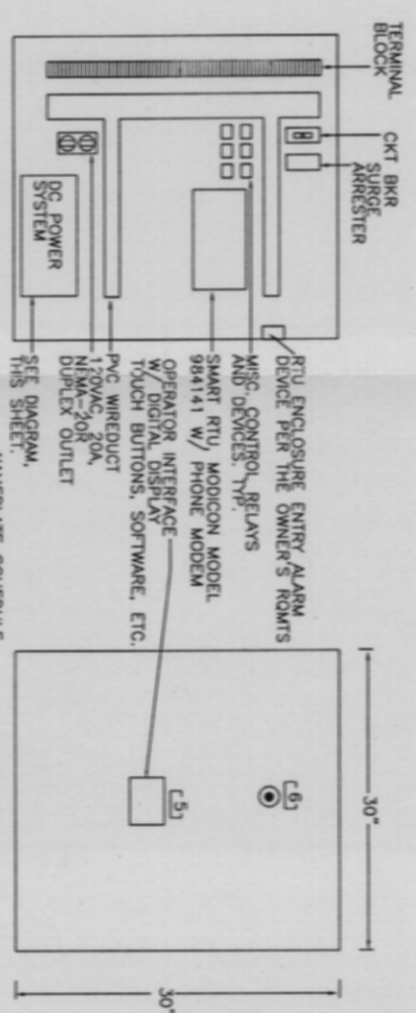
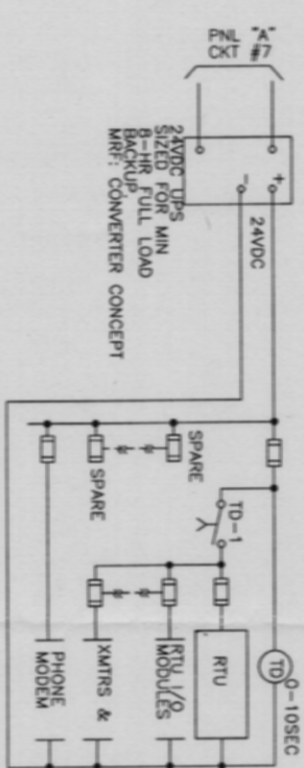
- 1. THE RTU/PLC OR ANY DEVICES WITH MICRO PROCESSOR SHALL BE PROVIDED WITH THE SOFTWARE.
- 2. CONTRACTOR SHALL PROGRAM THE SOFTWARE AND SHALL MODIFY THE EXISTING SCA SYSTEM PROGRAM TO ACCOMMODATE THE NEW RTU. THE OWNER'S OPERATIONAL REQUIREMENTS SHALL BE CONSULTED TO ESTABLISH AND CONFIRM THE FUNCTIONALITY OF THE CONTRACTOR BASED ON HIS SHOP DRAWING FOR THE SYSTEM.
- 3. THE SOFTWARE SHALL BE PROGRAMMED AND INSTALLED IN THE EQUIPMENT FOR READY OPERATION AT THE START-UP. THE SOFTWARE PROGRAM SHALL NOT BE LOCKED OR EASILY ACCESSIBLE TO ANYONE. THE CONTRACTOR SHALL PROVIDE ACCESS TO THE PROGRAM FOR FIELD MODIFICATION OR MONITORING.
- 4. PROVIDE THE PROGRAM ACCESS/EDITING SOFTWARE WITH THE PRE-INSTALLED PROGRAMMING/EDITING SOFTWARE.
- 5. SUBMIT HARD COPY AND THE ELECTRONIC FILE OF ALL THE SOFTWARE PROGRAMS INSTALLED IN THE SOFTWARE AS A PART OF THE SHOP DRAWING SUBMITTAL.

REQUIREMENTS FOR SCA SYSTEM GRAPHIC SCREEN DEVELOPMENT FOR OPERATOR INTERFACE

THE GRAPHIC SCREENS SHALL BE DEVELOPED TO MATCH THE EXISTING SCREENS OF THE SCA SYSTEM FOR THE OPERATOR INTERFACE. ALL THE INPUTS IN THE ABOVE I/O DIAGRAM SHALL BE IDENTIFIED ON THE SCREENS TO MATCH THE EXISTING SCA SYSTEM. MODIFY THE SCA SYSTEM SOFTWARE AS REQUIRED BY THE OWNER.



RTU/TELEMETRY SYSTEM POWER SUPPLY DIAGRAM



TELEMETRY SECTION DETAIL

NOT TO SCALE

- 1. ELEVATION VIEWS SHOW THE PREFERRED LAYOUT OF THE SECTION. CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETION OF THE LAYOUT AND DETAILED WIRING DIAGRAMS FOR THE RTU/TELEMETRY SECTION. THE CONTRACTOR SHALL SUBMIT THE FINAL DRAWINGS AND DIAGRAMS TO THE OWNER'S APPROVAL. SUBMIT THE DRAWINGS AS A PART OF THE SHOP DRAWINGS FOR THE OWNER'S APPROVAL.
- 2. PROVIDE SPARE TERMINALS (50EA) IN ADDITION TO THE TERMINALS SHOWN FOR THE I/O DIAGRAM. TERMINALS SHALL BE ARRANGED ON ONE SIDE OF THE BACK PANEL IN THE TELEMETRY SECTION NOT TO INTERFERE WITH THE RTU EQUIPMENT INSTALLATION.

NOTES FOR EQUIPMENT VIEWS AND DIAGRAMS

DIAGRAMS AND DETAILS ON THIS SHEET ARE SHOWN FOR THE REFERENCE ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARATION OF THE FINAL DRAWINGS AND DIAGRAMS BASED ON THE OWNER AND THE EQUIPMENT MANUFACTURER'S REQUIREMENTS. SUBMIT THE FINAL DRAWINGS AND DIAGRAMS AS A PART OF THE SHOP DRAWING SUBMITTAL FOR THE OWNER'S APPROVAL. PRIOR TO STARTING ANY ACTIVITIES.

ALL THE NEW EQUIPMENT, COMPONENTS, AND PROGRAMMING SHALL MATCH THE EXISTING SYSTEM. SO THAT THE NEW RTU/TELEMETRY INSTALLATION SHALL FUNCTION WITH THE OWNER'S EXISTING SYSTEM. AS ONE INDICATIONS SHOWN IN THE DRAWINGS.

RECORDLESS ANY INDICATIONS SHOWN IN THE DRAWINGS.

PROGRAMMING AND INTERACTION INTO SCADA'S EXISTING SCA SYSTEM MUST BE DONE BY ALEXANDER ENGINEERS AS A SUBCONTRACT TO THE PROJECT.

APPROVED T.V.M.W.D.:		1-800-422-4133		DIGALERT UNDERGROUND SERVICE ALERT	
GENERAL MANAGER		DATE		PLAY IT SAFE! WORKING DANGEROUS! PRIOR TO EXCAVATING	
REV		DESCRIPTION		ENDORSE/DATE	
DESIGNED BY: CTL		CHECKED BY: CTL		SCALE AS SHOWN	
DRAWN BY: CTL		DATE: 2/02		FILE NO.	
THREE VALLEYS MUNICIPAL WATER DISTRICT 1021 MIRAMAR AVENUE CLAREMONT, CA 91711 (909) 621-5568		LIVE OAK SPREADING GROUNDS CONNECTION		PROJECT NO. 99129	
RTU DETAIL, I/O, POWER SUPPLY, COMMUNICATION BLOCK DIAGRAM				DRAWING NO. 10 OF 10	